Message from the President of the United States, in compliance with a resolution of the Senate, transmitting documents relating to frauds, &c., in the sale of Indian reservations of land.
MESSAGE

FROM THE

PRESIDENT OF THE UNITED STATES,

In compliance with a resolution of the Senate,

TRANSMITTING

Documents relating to Frauds, &c., in the sale of Indian Reservations of Land.

JULY 2, 1836.—Read, and ordered to be printed.

To the Senate of the United States:

In answer to the resolution of the Senate of the 21st January last, I transmit a report from the Secretary of War, containing the copies called for, so far as the same relates to his Department.

ANDREW JACKSON.

WASHINGTON, July 1, 1836.

WAR DEPARTMENT, July 1, 1836.

Sir: I have the honor to transmit, herewith, a report from the Commissioner of Indian Affairs, containing copies of the papers called for by the resolution of the Senate of the 21st of January last, so far as the same relates to frauds, &c., in the sale of Indian reservations.

Very respectfully,

Your most obedient servant,

LEW. CASS.

The President of the United States.

DEPARTMENT OF WAR,

Office Indian Affairs, July 1, 1836.

Sir: I have the honor to transmit, herewith, copies of papers called for by resolution of the Senate of 21st January last, requesting the President to communicate to the Senate any information he may possess relative to frauds or fraudulent practices committed, or attempted to be committed, in the sales of public lands or Indian reservations, under any of the treaties recently made with any Indian tribe; the character of such fraud or fraudulent practice, if any, with the name of any officer.
of the Government charged with being in any manner connected there­with; and also what measures have been adopted to prevent such prac­tices, if any have occurred," so far as relates to Indian reservations.

Very respectfully,
I have the honor to be,
Your obedient servant,
ELBERT HERRING.

Hon. LEWIS CASS, Secretary of War.

DEPARTMENT OF WAR, May 14, 1832.

SIR: You are hereby appointed, in conjunction with Major Benjamin S. Parsons, to take the census of the principal chiefs and of the heads of families, under the treaty concluded with the Creek Indians, at the city of Washington, March 24, 1832.

In the execution of this duty, you will first have an interview with Major Parsons, and divide between you the Creek country, in such a manner that you can both proceed to your business at the same time, and yet run no risk of omitting any persons entitled to reservations, or of enumerating such persons as are entitled more than once.

You will consider as heads of families, the following persons:
Every man who is married; every unmarried man and every unmarried woman who actually keeps a separate establishment, and has inmates over whom such persons exercise control.

I send the form of a census-roll, which will guide you in your duty. You will recognise and enumerate as principal chiefs, those who are so declared by the authorities of the tribe. And you will enumerate, by name, all such, and all the heads of families, entering in separate columns, agreeably to the form, the number of persons in such families, and distinguishing the males from the females.

You will be allowed five dollars per day while executing this duty, to include all your expenses, and to be computed from the day you leave home to commence the work. Your account will be paid upon your certificate, on oath, as to the number of days engaged.

When you have finished your rolls, you will meet together and compare them, in order to ascertain whether the same persons are twice enumerated, and if they are, to correct the error.

Should you at any time find it necessary, you can employ an interpreter, and pay him at the rate of two dollars per day for his services.

Very respectfully, &c.,
LEW. CASS.

To Col. WILLIAM R. PICKETT,
Autauga county, Alabama.

A similar letter to Major Benjamin S. Parsons, Jackson county, Al­bama.
Census of the principal chiefs and heads of families of the Creek tribe of Indians, taken by virtue of the second article of the treaty concluded with that tribe at the city of Washington, March 24, 1832.

<table>
<thead>
<tr>
<th>Names of the principal chiefs</th>
<th>No. of males</th>
<th>No. of females</th>
<th>Total in each family</th>
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Names of heads of families.

Aggregate,

[Date.] I do hereby certify that the above census has been taken by me and that this roll is as correct as I have been able to make it.

Sworn to before me, ———, Justice of the peace.

WAR DEPARTMENT, July 17, 1832.

Sir: While the Creek delegation were in this city, their conductor, Colonel Brodie, represented to the Department that it was the wish of the parents of two boys, (Lee Compere and William Bernard,) who had been educated here at the expense of the United States, should be permitted to return and be placed in the school established in the nation. A reluctant assent was given to this arrangement by the Secretary of War, who did not feel himself at liberty to oppose the wishes of their parents. As it was not his intention, however, that their education should be interrupted, I have to request of you the favor to make some inquiries about these youths, to ascertain whether they and their parents are satisfied with their removal; whether they are at school under competent instructors, and what improvement they have made since their return.

Your report upon this subject will decide the future course of the Department in relation to these boys.

I am, sir, &c., JOHN ROBB, Acting Secretary of War.

Major BENJAMIN S. PARSONS.

DEPARTMENT OF WAR, August 11, 1832.

Sir: P. P. Pitchlynn and Molly Nail represent that they sold the sections of land to which they were entitled under the treaty to David
W. Wright, who also purchased the section assigned to David W. Nail. Wright having failed to execute these contracts, as they allege, they desire to know if they can be cancelled, and permission given them to make new sales:

I do not know whether the contracts with Wright have been approved by the President; but before any order is taken, it is proper the agent of the Government should ascertain whether he has fulfilled or not fulfilled them. You are therefore requested to report. You will please say to the Indians that all these contracts should be accompanied by a certificate of the agent.

I am, &c.,

JOHN ROBB,
Acting Secretary of War.

Major F. W. Armstrong.

DEPARTMENT OF WAR,
Office, Indian Affairs, November 5, 1832.

Sir: Your letter of the 12th ultimo to the President of the United States has been referred to this office, and I am instructed to reply to it.

So far as may be consistent with the late treaty, liberality will be extended to the Creek Indians in the selection of the reservations of land to which they are entitled, and particularly with respect to the twenty sections to be selected for the benefit of the orphan children of the Creeks.

To prevent the practice of imposition and fraud on the Indians in the conveyance of their land, the precaution has been taken of appointing a person to certify the fairness of the transaction, and that the conveyance was executed for adequate consideration. The President will not approve the contract in any case unless its fairness be fully established.

Your exertions to prevent the introduction of ardent spirits among the Creeks have been employed for a laudable purpose, and will, no doubt, tend to arrest an evil deplored by all who desire their welfare.

Major Parsons and Major Abbott need no better recommendation than already given, for their employment in either capacity alluded to in your letter.

With great respect, &c.,

ELBERT HERRING.

Gen. Enoch Parsons.

DEPARTMENT OF WAR,
Office Indian Affairs, December 22, 1832.

Sir: Your letter of the 8th instant to the Secretary of War, with respect to the Creek lands in Alabama, has been received, and referred to this office.

By the late treaty the Creeks have the power of conveying their selections, for a fair consideration, in such manner as the President may direct.
It has not as yet been reported to the Department that the selections have been made, nor even that the survey of the lands has been completed.

It is improbable that any of the Indians will dispose of their right to reservations until after their selections are located. The purchase in such case would be at random, and the consideration might not be considered fair. It would therefore be unwise to purchase Indian rights before the location of the selections.

The Government will not give greater facility or privilege to one person or company than to another, in the purchase of the selections; nor will the President approve any contract for the sale of such selections, unless the fairness of the transaction be fully established.

Léonard Tarrant, Esq., of Montevallo, Shelby county, Alabama, will be appointed to examine and report upon all Indian contracts for the sale of their land; and after the survey and selection before mentioned shall have been made, all will have an equal right to purchase.

Very respectfully, &c.,

ELBERT HERRING.

S. C. Benton, Esq., Creek Agency.

DEPARTMENT OF WAR, April 30, 1833.

Sir: In answer to your letter of the 20th instant, I beg leave to inform you that General Chilly McIntosh and Benjamin Hawkins were appointed by the western Creeks agents to arrange all unsettled matters, and especially their rights under the late treaty with their brethren east of the river. The latter did execute a deed to the Creeks who have emigrated, of five sections of land. This deed has not yet been submitted to the President, but as it provides that these sections shall be at the disposal of the aforesaid grantees and their chiefs in general or national council, McIntosh and Hawkins, whose powers are specified, can have no authority to dispose of them. If they or any other persons be hereafter empowered by the western Creeks to sell these lands, the contract, like all others for individual reservations, must be certified by the agent appointed for that purpose, after which it will be confirmed or rejected by the President.

Very respectfully, &c.,

LEW. CASS.

ELI S. SHORTER, Esq.,
Columbus, Georgia.

DEPARTMENT OF WAR,
June 23, 1833.

Sir: I am instructed by the President to inform you that he has no objection to the Government receiving and disposing of Indian reservations, for their benefit, to the full amount they will bring, after deducting necessary expenses, but not one dollar will be paid to any person on ac-
count of any pretended purchase of such Indian, but the money to be actually paid to him.

I am, &c.,

JOHN ROBB,
Acting Secretary of War.

Col. J. J. ABERT,
Creek Agency, Alabama.

DEPARTMENT OF WAR,
Office of Indian Affairs, July 20, 1833.

SIR: Your letter of the 5th instant, communicating, among other things, intelligence of the failure of the contemplated treaty with the Creeks, has been received; and there can be no doubt that the want of success is mainly attributable to the opposing influence of the land speculators. Against their machinations it is necessary to guard.

The object of the Government is altogether commendable, and it is our duty by all proper expedients to have it carried into effect. It is the earnest wish of the President to secure to each reservee the worth of his land, and to protect the Indians from imposition and fraud in the transfer of their reservations.

But while the Government is desirous of cherishing their interest and extending to them their full rights, it is equally determined to adopt necessary measures to prevent the allowance of unjust and ill-founded claims that may be presented.

It has been represented to the Department, and Colonel Abert has confirmed the intelligence, that frauds to a considerable extent have been practised upon the persons who took the late census of the heads of Creek families; that the names of many individuals have been falsely registered as having families, and that the same persons have in some instances been several times registered under different names. You will spare no pains to detect these contemplated impositions, that measures may be taken to defeat their final accomplishment.

In addition to the instructions heretofore given to you on the subject of locating their reservations, you will exercise the utmost vigilance, and if in any instance there be good reason to doubt the validity of the claims, you will suspend the location until you report such cases fully to the Department and receive its decision.

Plats of survey of the Creek land will soon be forwarded to you, and you will then receive more full and explicit instructions on the subject from the Secretary of War. In the mean time, you will adopt all practicable means to detect imposition and to prevent the consummation of intended fraud.

With high respect, &c.,

ELBERT HERRING.

LEONARD TARRANT, Esq.
DEPARTMENT OF WAR,
Office of Indian Affairs, July 23, 1833.

Sir: Your letter to the Secretary of War has been referred to this office.

No charges have been presented to the Department against you. General representations have been made by the agents of the Government, as to the manner and extent to which the titles of Creeks to reservations have been purchased by individuals and companies. This they have done in the discharge of their proper duty, and, of this no one can with good reason complain.

With regard to your purchases, the Department has only to say, that such measures will be taken, upon the return of the Secretary, as shall be thought best adapted to secure to the Indians permanent advantages from the sale of their lands.

Very, &c.,

D. KURTZ,
Acting Commissioner, &c.

E. S. SHORTER, Esq.

DEPARTMENT OF WAR,
Office of Indian Affairs, July 24, 1833.

Sir: In several communications recently received here, the purchasers of Indian titles to reservations state that they have submitted the contracts made by them to you, and that you have given opinions, which they appear to regard as official, upon their proceedings. I am directed to inform you that, until instructions are forwarded to you, prescribing the mode in which contracts are to be examined and certified, it is not considered proper or expedient that you should express any opinion upon such as are presented to you. Until those instructions are prepared, it must be obvious to you that you may, without intending it, place yourself in an unpleasant situation, as, until then, you cannot know what the Government will approve. I have to add another suggestion, that unless a strong necessity should exist, it would be inexpedient for you to make public all the instructions given to you for your own information and government.

I am also instructed to repeat the direction, that you will not take no measures for the location of the reservations until you receive copies of the census, and of the plats of survey.

Very, &c.,

D. KURTZ,
Acting Commissioner, &c.

LEONARD TARRANT, Esq.

DEPARTMENT OF WAR,
Office of Indian Affairs, July 24, 1833.

Sir: I have received your letter of the 15th instant, in which you communicate the particulars of your purchase of the agents of the west-
ern Creeks. It is unnecessary for the Department to express any opinion upon these transactions, as general regulations will be given, by which they will be tested. When these regulations are prepared, they will be transmitted to the agent, who will make them public, for the information of all.

Very, &c.,

D. KURTZ,
Acting commissioner, &c.

JOHN MILTON, Esq., Columbus, Ga.

DEPARTMENT OF WAR, August 9, 1833.

Sir: I have had the honor to receive your letter of the 25th ultimo, and beg leave to inform you that there are no letters or charges, of the nature of those to which you refer, in this office.

I do not see that it is necessary for me to enter into the general question of the right of purchasing the Creek lands. The stipulations of the treaty convey a limited authority upon that subject, and it is neither the wish or intention of the Government unnecessarily to embarrass the Indians, when the proper time comes for acting upon their conveyances; nor to administer to their improvidence by an indiscriminate approval of all such contracts as may be presented. The object of the treaty investing in the President a general control over this matter, was undoubtedly to guard the Indians against such impositions, both in respect to price and payment, as from their habits they are most liable to. In the execution of this duty, it has been and is the intention of the President to prescribe certain regulations, which shall govern the contract between the purchaser and seller. This will be done as soon as the locations are made, and no contract, not made in conformity with these regulations, will be approved by the President.

The letter of the Commissioner of Indian Affairs to Colonel Milton, to which you refer, contains nothing inconsistent with this view. The right of purchase which it recognises, is simply the right of purchase recognised by the treaty. But the evidence of such purchase is a proper subject of executive regulation, and this is all the interference which is contemplated by the Government.

Very, &c.,

LEWIS CASS.

Hon. SEABORN JONES, Columbus, Ga.

DEPARTMENT OF WAR,
Office Indian Affairs, September 24, 1833.

Sir: You will please accept my thanks for the information communicated to me in your letter of the 11th instant, touching the affairs of the Creek Indians.

Their contracts for the sale of their reserves will not be sanctioned by the President without the necessary investigation into the facts, and a compliance with the regulations that will be transmitted to the agent. He will do all in his power to save them from imposition and fraud.
The death of Mr. Owen is much to be deplored, but it was occasioned, so far as I can judge from the official communications to the Department, by his own rashness in resisting legal measures, after much forbearance and admonition.

Whatever exertions you may make towards effecting a treaty with the Indians, will be rendered in a good cause. Its success would free them from much oppression and suffering, and your State from burden and detriment.

Very, &c.,

ELBERT HERRING.

LUTHER BLAKE, Esq., Fort Mitchell, Ala.

DEPARTMENT OF WAR, November 16, 1833.

Sir: I have received and submitted to the President your letter of the 5th instant, and am instructed to communicate to you his views on the subjects therein mentioned.

The President sees no cause for changing the course already adopted in relation to the execution of the Creek treaty of March, 1832. The instructions that have been given, and the means that have been adopted for carrying them into effect, are marked with as much forbearance as possible, compatible with the plain duty required of the Executive; and, indeed, it appears evident from your letter that, if there has been any error, it was this very forbearance, which has had the effect of inducing the settlers to believe the Government would not actually remove them from the land.

The principle point presented by you is, whether the Indians can grant leases within the five years limited by the treaty, which will authorize persons to take possession of and hold these reservations. The treaty is very clear upon this subject. It expressly requires the removal of all persons, and points out the mode in which it shall be effected. The Indians have the right of living upon and using their reservations. They have the further right of selling them, if the President approve the conveyance; and, at the end of five years, they are entitled to a patent, and with it, the usual rights resulting from ownership. In the mean time, the fee of the land is in the United States, and it is subject to all the remedies which, by law, may be applied to the other public lands to protect them from intrusion. The object of these various stipulations was to ensure to the Indians a proper consideration for their property, and to retain in the United States a control over it, until they might be supposed to become acquainted with its value. Your own statement of the projects which are in contemplation to get possession of the reservations, evinces the wisdom of these provisions. It appears that speculators are determined to take leases of the Indians, and under them to hold the property, and at the end of five years to procure a complete title to it. All who know anything of the present condition of this unfortunate race must be satisfied that such a proceeding would soon leave them utterly destitute and without the means of support. Their land would be sacrificed for the most trifling consideration. Their habitual improvidence, together with their ignorance of its value and their liability to be imposed upon, would
place them in the power of every designing man whose principles would not restrain him from the commission of an immoral act.

The President is prepared to give his consent to any conveyance fairly made, and for which a bona fide compensation may be paid. In fact, he is desirous that the great body of these Indians should convey their lands to our citizens, and should remove to the country west of the Mississippi, as he is satisfied that such a course would promote their permanent welfare. It may be that within five years, if they remain where they now are, many of them would acquire a knowledge of our manners and customs and just notions of the value of their own property, and would thus gradually advance in civilized life. But it is not probable that this result would be witnessed in many instances, and therefore their emigration presents the best, if not the only chance of ensuring their permanent prosperity. No contract will be approved unless the price paid to the Indians is equal to the minimum price at which the public land is sold. It is to be presumed that their reservations will be at least equal to the average quality of the public land in that part of the country, and they are therefore worth to the Indians what they would be to the United States. It will be indispensable, also, that the payment be actually made to the Indians, and so proved as to leave no doubt of the fact. Unless every proper security is taken for effecting these two objects, namely, a proper price for the land and its actual receipt by the Indians, it is certain that what was intended to be secured to them as a permanent provision, or as the means of attaining one, will be wasted, without any beneficial result. In fact, there is already reason to believe that conveyances of some of these tracts have been made for the consideration of six dollars. A person will shortly be appointed to certify the contracts, agreeably to regulations which will be adopted to ensure the accomplishment of the proper objects.

As soon, therefore, as the Indians are put in possession of their reservations, the marshal will proceed, under the instructions heretofore given, to remove and keep therefrom all intruders. And you are requested to let the views of the Government be publicly known, in the hope that all persons will conform themselves to the views which are herein presented. A copy of this letter will be transmitted to the marshal of the southern district of Alabama, and also the district attorney, and to Mr. Key, for their guidance.

Very, &c.,

LEWIS CASS.

Col. J. J. Abert, Fort Mitchell, Ala.
Indians. That was the object of the stipulation of the treaty which relates to this subject, and it is not seen how the duty can be efficiently performed without such checks as are provided in these regulations.

You fear that, while the rights of the Indians are guarded, those of our own citizens will be affected. I do not see that this result will happen. The treaty provides that the land shall be conveyed, &c., in such manner as the President may direct, and that the contract shall be certified by some person appointed for that purpose by the President, but shall not be valid till the President approve the same.

Here, it appears to me, is a perfect control of the whole matter. The President is to decide in what manner the land shall be conveyed. If, therefore, any persons have undertaken to make contracts before this "manner" has been prescribed, and the contracts are not in conformity therewith, unfortunate circumstances, if any occur, must be attributed to the purchasers and not to the Government.

You suppose it has been conceded by the Government that the Indians have a right to sell at any time for a proper consideration; and, in proof of this, you refer to communications from this Department to Mr. Forsyth and yourself, and to a letter from the Commissioner of Indian Affairs to Colonel John Milton. If such an opinion has prevailed, the views of the Department have been wholly misunderstood. A copy of my former letter to you I enclose. You will see by it that I expressly state that, in the execution of this duty, it has been and is the intention of the President to prescribe certain regulations which shall govern the contracts between the purchaser and seller. This will be made as soon as the locations are made; and no contracts, not made in conformity with these regulations, will be approved by the President. The letter to Colonel Milton, from the Commissioner of Indian Affairs, was said in my letter to you to contain nothing inconsistent with this view, and I am not aware that anything has been said or written to Governor Forsyth which in any manner contravenes the course now contemplated.

It is obvious, I think, on a view of the treaty, that, independently of any control of the President over this subject, the power of selling by the Indians does not attach to them till the selections are made. These selections are to be governed not only by the improvements, as you suggest, but by the townships and sectional lines; and, still further, by the necessity which in many cases will exist, of locating reservations apart from the improvements, when more than one improvement falls within the legal subdivision. Until, therefore, this process is completed, neither purchaser nor seller can tell what the value of the conveyance may be.

The third article provides that "these tracts," that is, the reservations granted by the treaty, may be conveyed by the persons selecting the same, &c. Here the selection evidently precedes the conveyance, and the very designation of the grantee, namely, persons selecting the same, presupposes that their tracts have been located in the manner pointed out by the treaty.

I do not enter into all the considerations of expediency presented by you. As the President deemed it his duty, under the treaty, to prescribe the course which he has taken, it seems unnecessary to trouble you with any observations on the former subject.

With respect, however, to the right of removal from the reservations,
after these are located, and during the five years in which they are held by the United States, it is proper to observe that this right is expressly secured by the last paragraph of the fifth article of the treaty.

You suppose this provision is unconstitutional and inconsistent with the views presented by a committee of Congress, the President, and by the Secretary of War. It will be found on examination that the views which you quote, and to which you refer, had relation to the question of jurisdiction, and to the right of soil, where such right is ultimately claimed by the State within which the Indians reside. That was the situation of Georgia, and as she had extended her laws over the Indians, and, by the compact with the United States, was possessed with the ultimate fee of the land, neither the act of 1802, called the intercourse act, nor the act of 1807, called the intrusion act, could apply within her territory. But the situation of Alabama is different. When she extended her laws over the Indians, the provisions of the intercourse act ceased indeed to operate there. But, as the United States, and not the State of Alabama, possessed the ultimate fee of all the Indian lands lying within that State, when a cession by any of the Indians was made to the General Government, it became the absolute proprietor of the land, and had a right immediately to apply the provisions of the intrusion act of 1807, so as to remove all persons therefrom. The power is an exercise, not of jurisdiction, but an incident growing out of the ownership of the land.

These reservations in Alabama belong to the United States during the five years which intervene between their location and the period when the Creeks are entitled to an absolute conveyance. The fee simple is in the United States, with certain conditional rights belonging to the Indians. It is believed, therefore, that the provision of the treaty authorizing removals during this interval is constitutional, and that it ought to be enforced.

Very respectfully, &c.,

LEWIS CASS.

To the Hon. SEABORN JONES,
House of Representatives U. S.

DEPARTMENT OF WAR, February 21, 1834.

Sir: I have had the honor to receive your letter of the 10th instant, enclosing certain contracts for the sale of Creek lands, for the approbation of the President. I have read your remarks with much interest; they are such as the Government expected. I wrote to you and the other certifying agents a few days since, informing you and them of the statements which had been made respecting impositions which had been practised upon the Indians, and requesting a report on the subject. That letter, I presume, you have received.

I am anxious that you should take every measure in your power to guard against those evils, and that you should suggest to the Department whatever may occur to you to prevent them. If you ascertain that any fraud is attempted upon the Indians, either in the contract itself or the payment, you will have nothing to do with the transaction. Certainly
these wretched people have misery enough to endure without being stripped of their entire means of subsistence by dishonest speculators. The contracts you have transmitted will not, at present, be acted on by the President; he will wait for such developments as may hereafter be made, and if any fraud should be discovered in any of these cases, he will ultimately withhold his approbation.

Very, &c.,

Gen. J. W. A. Sanford, Columbus, Ga.

DEPARTMENT OF WAR,
Office Indian Affairs, March 18, 1834.

Sir: Your letter of the 21st ultimo, to the Secretary of War, has been received, and I am instructed to say that the instructions heretofore communicated to you, relative to Creek contracts for the sale of reservations, must be complied with. Payment must in all cases be made to the Indian owner in presence of the certifying agent, and no transfer or assignment will be sanctioned by the Government, previously to the President's approval of the contract. After that shall have been given, the supervisory power of the Government will cease, and the parties may then assign and dispose of them at pleasure.

Very, &c.,

Elbert Herring.

Leonard Tarrant, Esq.; Mardisville, Ala.

DEPARTMENT OF WAR,
Office Indian Affairs, March 18, 1834.

Sir: In reply to a letter from Mr. Tarrant, addressed to the Secretary of War, asking whether purchasers of Creek reservations will be permitted to transfer their certificates or contracts, he has been informed that he must be governed by the instructions heretofore given to him; that payment, in all cases, must be made to the Indian owner, in presence of the certifying agent; and that no transfer or assignment will be sanctioned by the Government, previously to the President's approval of the contract: after that shall have been given, the supervisory power of the Government will cease, and the parties may then assign and dispose of them at pleasure.

Very respectfully,

Elbert Herring.

James Bright, Esq.,
Mardisville, Alabama.

DEPARTMENT OF WAR, March 27, 1834.

Sir: I have received the letter of Messrs. Stuart, Fontaine, & Har-graves, addressed to you. So much of it as relates to the claim of these
gentlemen to five out of the twenty-nine sections reserved by the sixth article of the treaty of 1832 with the Creek Indians has been referred to the Attorney General for his legal opinions.

So far as respects their claim to twenty-four-half sections, I have examined the subject, and find that their right cannot be recognised by this Department. The treaty requires that the location shall be made previously to any conveyance by the Indians. No person who reads the treaty can mistake that point; and this has been the construction which has uniformly been given.

The writer of the letter seemed to suppose that, because McIntosh was then engaged in removing the Indians, the faith of the Government was more or less pledged to confirm his acts; and that these lands were purchased to enable him to proceed in the execution of his trust. But McIntosh had not the slightest authority to commit the Government. He was authorized, at his own request and upon his own representations, to remove such of the Creek Indians as were willing to accompany him, and this is the sum of all the authority given to him.

The same gentleman also enclosed the copy of a letter from the Commissioner of Indian Affairs, as furnishing authority for making the purchase in question. It would be enough to say, even if this letter could bear that construction, that, being in direct opposition to the terms of the treaty, it could not be regarded as conveying any right to the parties. But the intention of the Commissioner was undoubtedly to answer the principal point of Mr. Elliott's inquiry respecting the intervention of agents in the disposition of property. In addition to this, he refers, likewise, to the principal points in the management of this business, demanding the attention of the President. But he certainly never meant to convey the idea that all the arrangements were to be completed previously to the location of the lands, to the appointment of a certifying agent, and to the preparation of the necessary instructions. The "sanction" referred to in the letter, and to be given to the sale, was certainly to be given in a mode to be established by previous regulations, and to which all might conform. Such has been the settled practice, and it is impossible for the Department to depart from it.

The papers of Messrs. Stuart, Fontaine, & Hargraves, in relation to these twenty-four half sections, are herewith returned.

I have the honor, &c.,

LEW. CASS.

Hon. THOS. F. FOSTER,
House of Representatives.

DEPARTMENT OF WAR,
Office Indian Affairs, March 28, 1834.

SIR: Your letter to the Secretary of War of the 20th ultimo has been referred to this office.

I return the power of attorney given to you by Tal-man-haio and others, and observe that, the Department having decided that their conveyances to Hawkins and Milton were invalid, there can be no impro-
priety in your acting under the authority conferred upon you by them. The interests of the Indians would be secured by your acceptance of this trust.

The conveyances by McIntosh and Tiger of the five sections have been submitted to the Attorney General; the decision of the Department, when made, will be communicated to you.

I am, &c.,

ELBERT HERRING.

Leonard Tarrant, Esq.

DEPARTMENT OF WAR,
Office of Indian Affairs, April 2, 1834.

SIR: In my letter of the 28th ultimo, I returned the power of attorney given to you by certain Creek Indians, to locate and sell their reservations, which they had previously sold to Hawkins & Milton. I informed you then that this sale would not be sanctioned, and that you were at liberty to act under that power. The honorable Mr. Foster having, in behalf of the present owners of these reservations, by purchase or transfer from Hawkins & Milton, presented some equitable considerations to the Department, you are directed to suspend any proceedings in relation to this matter, until further advised.

I am instructed to call upon you, in the mean time, to obtain and communicate all the information upon this subject you can. You will inquire whether a full value was paid for these tracts, to whom and by whom it was paid, and whether the whole or any part was actually received by the rightful Indian owners. If a fair value was paid to Hawkins & Milton by Stuart, Fontaine, & Hargraves, but was withheld from the Indian reservees, you will report the probability of recovering any part of it, or of enforcing its payment to the Indians.

The Secretary directs that you shall transmit the information upon these points, and upon all others involved in a right decision upon this case, at an early day.

I am, &c.,

ELBERT HERRING.

Leonard Tarrant, Esq.

DEPARTMENT OF WAR,
Office of Indian Affairs, April 3, 1834.

SIR: I have the honor, on behalf of the Secretary of War, to acknowledge the receipt of your letter of 12th ultimo, in relation to the contracts of the Creeks on the sale of their lands.

The Department, apprehensive that attempts would be made by designing men to defraud the Indians, adopted all proper precautions to prevent impositions upon them, and to protect their rights. All that could be done for them by a faithful and vigilant guardian has been done by
the Department, in the establishment of regulations touching this business, and its subsequent instructions to its agents.

The Secretary of War feels assured of your zealous and faithful cooperation in the detection and prevention of fraud, and reposing the fullest confidence in your integrity and discretion, he instructs me to say that you are at liberty to adopt any lawful measures, not inconsistent with the instructions already given to you, and which you may think will shield the Indians from imposition.

Very, &c.,

ELBERT HERRING.

R. W. McHenry, Esq.

[Circular to agents for certifying contracts, &c.]

DEPARTMENT OF WAR,
Office Indian Affairs, April 11, 1834.

Sir: Return J. Meigs, Esq., of Athens, Tennessee, has been appointed by the President to visit the Creek country in the State of Alabama, to institute an inquiry into the operation of the present mode of locating the reservations and certifying the contracts for the sale of them. The objects of this inquiry are to ascertain to what extent frauds have been practised upon the Indians, and to determine whether they can be prevented by any new regulations.

This measure has been adopted, not from any doubt of your fidelity in the performance of your duties, but from a hope that an investigation will enable the Department to adopt some course which will put a stop to the numerous appeals from your decisions, and at the same time avoid injustice to the Indians or the purchasers.

I am directed to inform you that it is the pleasure of the President that you exhibit to the agent charged with this duty, your instructions and the records of your proceedings, and give him every facility in accomplishing the objects of his appointment.

I am, &c.,

ELBERT HERRING.

Gen. J. W. A. Sanford,
James Bright,
R. W. McHenry,
Leonard Tarrant, Esquires.

[Circular to agents for certifying contracts, &c.]

DEPARTMENT OF WAR,
Office Indian Affairs, April 16, 1834.

Sir: Apprehensive that your construction of my letter of the 11th instant may possibly occasion you uneasiness, and wrong my intention, I would observe that no imputation was intended to be cast upon the lo-
eating certifying agents of the Government. The Department has no reason to believe that their proceedings have not been characterized by fairness and ability; and their integrity is therefore not called in question. Complaints have been made, and the opinion seems to be prevalent, that impositions have been practised upon the Indians by some of the purchasers of their lands, and you will consider the inquiry instituted particularly in relation to them. If, however, in the course of investigation, it should incidently appear that errors have been committed by any of the locating or certifying agents, I feel persuaded that you will cheerfully correct them, so far as your power may extend, whether those errors operate against the Indians or against the purchasers of their lands.

Very, &c.,

ELBERT HERRING.

Gen. J. W. A. Sanford,
James Bright, Esq.;
R. W. McHenry, Esq.,
Leonard Tarrant, Esq.

DEPARTMENT OF WAR,
Office Indian Affairs, April 26, 1834.

Sir: In connexion with my letter of the 22d instant, I am instructed to inform you that the President has directed, in consequence of the fraud that has been practised, that no patents shall issue for the half sections 27, 23, 25, and 11, 14, 29, and requires you to notify the purchasers, Messrs. Shorter & Scott, and also to give public notice thereof, to prevent the transfer of these contracts.

These contracts have been forwarded by Mr. Jones to these gentlemen.

I am, &c.,

ELBERT HERRING.

Gen. J. W. A. Sanford,
Columbus, Georgia.

WAR DEPARTMENT, April 28, 1834.

Sir: In answer to your letter of the 16th instant, I have the honor to inform you that your letter to this Department of 1st of March, to which you refer, was received in due course of mail.

Allow me to observe that the frauds to which you allude, arising from the improvident conduct of the Indians after the receipt of their money, were clearly beyond your reach, as they were beyond the reach of this Department. They are evils to which this race of people is exposed, and from which they can only be relieved by an improvement in their moral and physical condition.

So far as this Department is informed, you have conducted your business in an entirely satisfactory manner.

Very, &c.,

LEWIS CASS.
WAR DEPARTMENT,
Office Indian Affairs, June 12, 1834.

Sir: In answer to your letter of the 15th ultimo, I would observe that Thornton is entitled to the land of Tommy Thlocco, provided the contract was entered into subsequently to the location of his reservation. Thlocco made the first contract with him, and its fairness is not called in question. He afterwards made a second contract with Halloway & Smith, and when it was presented to you, you gave the necessary certificate. That certificate did not vitiate the first contract. Halloway & Smith, at the time they purchased, knew that the Indian had previously sold his land to Thornton, and that you always gave your certificate to the oldest valid contract. Under such circumstances, and with a knowledge of such facts, they were seeking to take an unconscionable advantage of Thornton. It belongs to the Department to see that justice is done to the claimants; and while it pronounces in favor of Thornton, it adds that there is not a particle of equity in the claim of Halloway & Smith, and that the case was almost too clear for appeal.

The Department cannot sanction your taking office fees for extra services and paper furnished, &c. Whatever pertains to your official duty you will of course perform, without any other compensation than is allowed to you by Government. If you should render services not contemplated or required under your appointment, render them gratuitously. You will otherwise subject yourself to harsh imputations, and the Department, by countenancing the charge, would share the odium.

Very respectfully, &c.,

ELBERT HERRING.

Dr. R. W. McHENRY, West Point, Georgia.

DEPARTMENT OF WAR,
Office Indian Affairs, June 10, 1834.

Sir: Two contracts are returned with this letter, namely:
No. 10. Thla-katch-ka, roll, Micco-locco.
No. 140. Cu-se-taw, roll, Tarse-ho.

The remarks on the backs of these, in pencil, will call your attention to the errors. Where the error is in the name, you will of course ascertain that the correction does not involve the right of a different Indian, or in other words, that the wrong Indian was not presented to you in the first instance.

Blotted, obliterated, and interlined contracts ought not to be acted upon, and where these defects are in the certificate, they cannot be submitted to the President.

In cases of contracts returned for errors in the certificate, instead of making the correction by interlining or erasing, the better way is to write the new correct certificate below the old one. The contracts of sales of the Towarsa town are retained until the roll of locations is received from Mr. Bright.

Very respectfully, &c.,

ELBERT HERRING.

Dr. R. W. McHENRY, West Point, Georgia.
WAR DEPARTMENT,
Office Indian Affairs, June 13, 1834.

SIR: I am instructed by the Secretary of War to state that it was the intention of the Department, in the investigation committed to your hands, to confine it to the particular cases specified in the copies of papers transmitted to you. If, from the phraseology used in the letter of instructions to you of the 11th of April last, you have taken a wider range, you will be pleased, in your further examinations, to confine yourself to those cases of conflicting claims which have been already sent to you, or which may be hereafter forwarded.

Very respectfully, &c.,
ELBERT HERRING.

RETURN J. MEIGS, Esq.,
Calhoun, Tennessee.

DEPARTMENT OF WAR,
Office Indian Affairs, June 16, 1834.

SIR: It has been intimated to the Department that you are in the habit of taking office fees for extra services in the performance of duties pertaining to your office as certifying agent. Permit me to say that such practice cannot be sanctioned by the Department.

Very respectfully, &c.,
ELBERT HERRING.

To LEONARD TARRANT, Esq.,
Mardisville, Alabama.

Same to
JAMES BRIGHT, Esq.,
Mardisville, Alabama.

DEPARTMENT OF WAR,
Office Indian Affairs, June 25, 1834.

SIR: I have received your letter of the 7th instant. The contract therein enclosed is herewith returned to you for further correction.

You have omitted to alter the location in the certificate to correspond with the deed.

The practice of erasing important parts of deeds, and supplying their places, is altogether inadmissible. You will, therefore, in this case, as well as in all others that may occur, procure a new deed, to be executed and properly certified, taking care to avoid all blots and erasures.

The location of Cle-Harjo's reservation, which you suppose to be wrong, has been found to be properly placed on west half 25, 19, 4, and not on west half 4, 19, 4. The deed will therefore be retained for the approval of the President.

Very respectfully, &c.,
ELBERT HERRING.

LEONARD TARRANT, Esq.,
Mardisville, Alabama.
DEPARTMENT OF WAR, June 28, 1834.

Sir: I have received your letter of the 11th instant, on the subject of the reported frauds in the Creek reservations. All confirmation will be postponed until your report is received. The President is very desirous that all the facts should be collected which will enable him to form a correct judgment on this matter, and to check any impositions that may be attempted. I will thank you, therefore, to collect and communicate all the information within your reach. I shall be happy at all times to receive your suggestions, and I will let you know, without delay, any impressions respecting them. While it is very desirable to interpose proper securities against every attempt at fraud, there are still certain rights guaranteed by treaty to the Creeks which cannot be violated. Under certain circumstances they are the owners of the reservations, and have a right to convey them without any other restriction than those imposed in conformity with the treaty. You suggest that an agent be appointed by the Government, with the assent of the reservees, to value the reservations.

The present system requires this duty to be performed, in all cases, by the approving agent. He is to ascertain, before he approves a contract, the value of a reservation, and is forbidden to certify any for which the value is not paid or secured.

You also propose that the Government should take the subject into its own hands, and purchase and dispose of the reservations. This is a matter which can only be done by legislative authority. A project, embracing this object, was submitted by the Department to the Committee on Indian Affairs, but I believe it has not yet been acted upon.

There are, likewise, the same objections to an Executive regulation which shall require the purchase money to be paid to the Indians after their removal. This, no doubt, would be best for them. But there is no authority in the treaty to carry such a plan into effect. The President may direct the manner of the conveyance, but the owner of the reservation has a right to receive the consideration money when the property is conveyed; and improvident as he may be in the disposition of the money, I still see no remedy which the Government can apply.

Very respectfully, &c.,

LEW. CASS.

R. J. MEIGS, Esq.,
Cherokee Agency.

DEPARTMENT OF WAR,
Office Indian Affairs, July 28, 1834.

Sir: I have received your letter of the 8th instant. So much of it as relates to the reservation from sale of the thirteenth township will be acted upon when the views of the Treasury Department are ascertained.

Contracts for sale of lands by one Indian with another not being prohibited by the treaty, and having been, in several instances, approved by the President, will continue to be transmitted for his consideration.

In regard to the assigning of reservations to persons whose names are not upon the census-roll, I beg leave to observe that this was never in-
tended. The errors which Colonel Abert and yourself were instructed to correct, were errors of excess, which, it had been represented, existed in great numbers. The "full authority" given you, must be considered as having reference to this class of errors only. This construction, which seems the natural one, is confirmed by Colonel Abert's recollection of his conversation with the Secretary of War, who is now absent. It is also in conformity with the decision of the President upon reservations granted by the Choctaw treaty of 27th September, 1830, that none shall be assigned to persons whose names are not upon the register returned by the agent. You will not locate tracts for any persons whose names are not upon the census list.

As many applications may, however, be hereafter made to Congress for relief by this class of Indians, it is desirable that you should keep a separate roll, exhibiting the names of the townships and of the claimants, the sex and number in a family, and transmit this roll, with explanatory remarks, to this office. But you will do this only when it will not interrupt nor conflict with your other duties.

I do not see with what propriety a report that has been handed in and partially acted upon, can be withdrawn by an agent to be corrected. The proper course seems to be for the agent to designate the cases in which he thinks he has been led into errors, and to communicate his reasons upon which this opinion is founded. All the circumstances will then be before this Department for its consideration and action. The parties, who may have acted under the knowledge that their locations had been reported, are obviously entitled to all the benefit of that report, and the grounds upon which it was made.

I am, &c.,

W. WARD, for
ELBERT HERRING, Com'r, &c.

JAMES BRIGHT, Esq.,
Mardisville, Alabama.

WAR DEPARTMENT,
Office Indian Affairs, August 7, 1834.

Sir: In answer to your letter of the 18th ultimo, I would beg leave to refer you to mine of the 16th of June last. It is full upon the subject, and states the reason forbidding the charge said to have been made by you for official acts.

If you furnish to the parties what you are not officially bound to do, and what they are not obligated to take, a different case arises from that heretofore presented. It is not necessary, under what has been before said, to enlarge on this subject, nor to give any other rule than that already communicated.

Very respectfully, &c.,

ELBERT HERRING.

LEONARD TARRANT, Esq.,
Mardisville, Alabama.
SIR: In answer of your letter of the 30th May last, enclosing papers relating to the purchase made by Milton and Hawkins of five sections of land granted by the eastern to the western Creeks, and also relating to the purchase made by them of twenty-four half sections from individual Creeks, who emigrated under Chilly McIntosh, I would observe that the Department cannot admit the validity of the last-mentioned purchases from individual reservees, nor recognise the right of Milton and Hawkins or their assignees to the said twenty-four half sections or any of them.

As to the five sections conveyed to Milton and Hawkins by McIntosh and Tiger, by virtue of a power of attorney from the western Creeks, the following arrangement was made and agreed to by Colonel Milton, Chilly McIntosh, and the other western chiefs then attending as delegates in this city from the western Creeks.

The five sections were to be appraised by yourself solely, or jointly with another person, as you might see fit, and Milton and Hawkins, or their assignees, were to purchase them at their appraised value; the money which has been already paid for them to be allowed as part of the purchase money, and the residue to be paid before the conveyance shall be given. Mr. McIntosh was to pay, or secure to be paid, to the western Creeks, the money already advanced by Milton and Hawkins for the five sections.

Under this arrangement full justice will be done to all the parties concerned. The western Creeks will receive the ascertained value of their land, and Milton and Hawkins will be credited the amount which they have advanced as the purchase money.

Whatever expense may be incurred in the completion of this arrangement must be borne by Milton and Hawkins. The Department cannot be subjected to the payment of any part.

The papers which you enclosed in your letter of the 30th May last are herewith returned.

Very respectfully, &c.,

ELBERT HERRING.

LEONARD TARRANT, Esq.,
Mardisville, Alabama.

DEPARTMENT OF WAR,
October 31, 1834.

SIR: I have received and submitted to the President your letter of September 3d. I have been prevented doing so at an earlier date in consequence of severe indisposition. Having referred your letter to Colonel Abert, for his views of the subjects embraced in it, he has presented a report, which I herewith transmit.

In order to carry into effect the provisions of the Creek treaty, certain regulations were adopted and officers appointed. The business of ascertaining the number of the Indians, of making the locations, and of examining and certifying the sales, has been performed by the officers thus
I was originally apparent to this Department, and experience has since confirmed the belief, that, to prevent all frauds and impositions, would be morally impossible. All that could be done would be, by a wise system of administration, to circumscribe such proceedings within the narrowest limits. Our citizens are disposed to buy and the Indians to sell, and the latter have, by the treaty, the right to dispose of their reservations. The Government can prescribe the amount of the consideration money, and in fact have done so, by prohibiting the sale of lands for a less sum than, in the opinion of certifying agents, they are worth; and they can also take care that the Indians, in all cases, receive this consideration. But the subsequent disposition which shall be made of these payments seems to be utterly beyond the reach of the Government, and if I recollect right, in a former communication, this difficulty was felt by you. The improvident habits of the Indians cannot be controlled by regulations. After the money is paid to them and the conveyance approved, the contract is completed. However desirable it is that they should use the money discreetly, still, that is an affair for themselves to determine. If they employ it profitably, it is fortunate for them, and certainly will be agreeable to the Government. If they waste it, as waste it they too often will, it is deeply to be regretted, yet still it is only exercising a right conferred upon them by the treaty. If any instances of individual fraud, permitting the interference of the Government, can be pointed out, they shall be investigated; and if requiring and permitting correction, they shall be corrected. The proposition to institute a general supervision and to revise all the proceedings that have taken place, appears to me to be beyond the authority of the Executive, and in fact dangerous in its application. The officers appointed have acted, and the regulations have been complied with, and, under the faith of these proceedings, a vast mass of property has changed hands. Certainly before any step is taken to impugn these contracts, specific allegations should be brought forward, and the right of the Executive to interfere established.

Apart from particular cases of fraud, if such exist, I know of no reason to suppose that a second process of examination would be more correct than the first, or that the persons appointed to conduct it would be more able or more faithful. And the same reasons that are now presented for a reinvestigation, might be again brought forward for another, and the stipulations of the treaty thus rendered inoperative for an indefinite period of time. These are the views entertained by the President, and I am instructed to communicate them to you.

Very respectfully, &c.,

LEWIS CASS.

RETURN J. MEIGS, Esq.,
Mardisville, Alabama.

DEPARTMENT OF WAR.

Office of Indian Affairs, November 10, 1834.

SIR: Your letter of the 23d of October has been duly received. This letter presented the singular case of two agents acting upon the same
contract. The Department cannot conceive how such a case could occur without a want of proper order in business.

No agent should have the rolls of names and locations to guide him in examining contracts presented to him, which have been made by another; and if each agent confines his duty entirely to the rolls in his own possession, such a case as that you present could not occur.

If convenience makes it advantageous for an agent to send a part of a roll to another, he should then consider the sales of the tracts assigned to the names on that part as beyond his control.

Your letter justifies the inference that Judge Tarrant decided upon a case when the Indian was not present. Such a course is entirely at variance with the regulations, and must lead to irregularities. How can the agent fulfil the regulations for sales unless the Indian be present?

If from any disability the Indian named in the contract cannot be present at the agent's office, the agent must visit him or depute some confidential person to visit him for the purposes of explaining the contract and witnessing the payment, in which cases this fact must be stated by the agent upon the contract.

The right of deciding who has the preference in the purchase belongs to the certifying agents, in the first instance. It is their duty to decide, and to certify to the contract accordingly. It would, however, be proper, in all disputed cases, to transmit with the contract a special report, embracing the grounds of their decision.

You will please to communicate to Judge Tarrant as much of this letter as refers to the general action of the certifying agents, and believe me to be,

Very respectfully, &c.

ELBERT HERRING.

P. S. Your decision in the case of the sale to Gilchrist, by the Indian Mautalesy, will be respected by this Department.

To Col. JAMES BRIGHT,
Mardisville, Alabama.

WAR DEPARTMENT, November 13, 1834.

Sir: I received your letter of the 28th October, on the subject of further proceedings in relation to the Creek Indians, and have submitted it to the President.

On mature consideration, the President has determined that alleged omissions in the census, and consequently in the locations, can be corrected only by Congress. Any executive regulation therefore on the subject is out of the question, and the proposition to appoint a commissioner, without some legislative interference, cannot be acceded to.

There is a difficulty which has also suggested itself to you, in the adoption of the proposition to stop the certifying of contracts and consequently the conveyance of the reservations. As the treaty gives to the Indians the right of conveyance, with the approbation of the President, it became necessary to prescribe the mode in which that approbation should be given. And it seems to be the duty of the Executive to pro-
vide the means by which the proper facts should be ascertained. If this be not done the Indians lose the benefit of this stipulation in their favor and the treaty so far becomes inoperative. It is therefore the opinion of the President that he cannot suspend the right of the Indians to sell their land, nor the means by which that right shall be carried into effect.

You suggest also, as one of the remedies for the existing evils, that the reservations of the Indians should be purchased by the United States, and you point out the mode in which this may be best done. This subject belongs exclusively to Congress. At the last session it was before the House of Representatives, and in conformity with a requisition from the Committee on Indian Affairs, a report in favor of the proposition was made by this Department. A copy of this report I enclose to you. The House not having thought proper to act on the subject, nothing more respecting it can be done by the Executive.

If individual instances of fraud upon the Indians, which it is in the power of this Department to correct, are, from time to time pointed out, they will be immediately attended to, and the proper remedy applied. The sub-agent, Mr. Tarrant, will be directed to receive and forward all such applications to this Department.

In the several reports received from you, I am satisfied of your anxious desire to do justice to the Indians and the United States, and to secure the former from the oppressions and frauds to which they are exposed. It is exceedingly difficult to draw a practical line between their right to act for themselves under the treaty, and the arts of designing men, who are desirous of dealing with them. This Department has established such general regulations for the management of affairs under this treaty as seem most conducive towards effecting its objects. I fear, with you, that many frauds have been committed, and I appreciate with you the difficulty of detecting or preventing them.

I am directed by the President to thank you for the zealous and faithful services you have rendered in this affair, and to inform you that, as no further authority can be given, it seems proper to bring your labors to a close. You will therefore be pleased, as soon after the receipt of this letter as convenient, to report finally on such subjects as occur to you, and to terminate your duties among the Creeks.

Very respectfully, &c.,

LEW. CASS.

R. J. MEIGS, Esq.,
Mardisville, Alabama.

DEPARTMENT OF WAR,
Office Indian Affairs, November 18, 1834.

Sir: In your letter of the 24th of October, I observe the following remark:

"There are almost every day new and difficult cases occurring. The preference law, as I anticipated, is about to produce a great deal of litigation in this country, and if cognizance is to be taken of every case that is presented, the agents and the different Departments will have enough to do, for, if they fail in one thing, they will try another and another."
This Department cannot perceive how the certifying agents can be embarrassed by the pre-emption law. Titles under this law are posterior to the titles under the treaty, and cannot conflict with them. The duty of the certifying agents is simple. They must see that all contracts presented to them are from Indians whose names were on the census-roll; that the land specified in the contract is that which was assigned to the Indian by the locating agents; that the amount paid is a fair consideration, and that it was paid in their presence. These considerations being fulfilled, they can certify to the contract and transmit it for the approval of the President.

The duty of the certifying agents is not considered as extending to any cognizance of the pre-emption law, and without additional instructions from the Department, they will pursue their duties as if that law had not been passed.

Very respectfully,
Your most obedient servant,
ELBERT HERRING.

To JAMES BRIGHT, Esq.,
Mardisville, Alabama.
Copy sent to each of the certifying agents.

DEPARTMENT OF WAR, November 29, 1834.

SIR: I have received your two letters of November 12th and 14th. My general sentiments on some of the subjects suggested by you, have already been communicated to you. The difficulties which present themselves to a general re-examination, by executive authority, of the location and sale of the reservations granted to the Creek Indians, seem to be insurmountable. I fully concur with you in the belief that many frauds have been practised, although the regulations prescribed by this Department were as detailed as they perhaps well could be. Still, nothing but legislative interposition could be effectual in the organization of a system which should probe the whole matter to the bottom; and, even in such an event, the acquired rights of third persons would render it a very difficult and complicated affair. Investigation into individual cases, when such are presented and frauds alleged, the Department, so far as its authority extends, has at all times been prepared to direct, and this was a portion of the duty intrusted to you, and which you have zealously and faithfully executed.

To withhold, as you suggest, the assent of the President in every case where fraud is alleged, until the purchasers purge themselves by their own oaths, seems not within the scope of executive power.

I do not exactly understand the nature of the practice to which you allude in Dr. McHenry’s office. If such practice precludes the Indian from selling to one, when he has actually sold to another, and received a consideration, it is certainly just and right; but if the course is to bind an Indian merely in consequence of his signature, when the stipulations are unfavorable or unknown to him, it is certainly wrong, and ought to be corrected. I have instructed the Commissioner of Indian Affairs to inquire into the subject.
I enclose you Colonel Abert's report on the subjects referred to in your letter; and, in addition, I beg leave to inform you that, after conversing with Colonel Abert, I find he does full justice to your opinions and intentions. He has not a doubt of the zeal and fairness with which you have executed your duties, nor of your anxiety to do justice to all parties, whites and Indians, officers of the Government and citizens.

It gives me pleasure to state to you that the President's views are in entire conformity with these sentiments, and that he is fully satisfied that the measures you have taken have been prompted by an earnest wish faithfully to discharge your duties.

Very respectfully, &c.,

LEWIS CASS.

RETURN J. MEIGS, Esq., Athens, Tenn.

DEPARTMENT OF WAR,
Office Indian Affairs, December 1, 1834.

Sir: By this day's mail I transmit a package containing twenty-one Creek contracts for correction; the remarks in pencil, on the back of each of the contracts, indicate the correction required.

In all cases the fact should be stated in the certificate, that the amount stated to have been paid was paid in the presence of the agent, and in all cases in which correction of the certificate cannot be made without interlineation or obliteration, it is better to write out the certificate fairly.

The agents should bear in mind that the action of the President upon the contracts is founded upon their certificates; these should, therefore, be free from obliterations, and clearly express all necessary facts.

Very respectfully, &c.,

ELBERT HERRING.

Gen. J. W. A. SANFORD, Columbus, Ga.

DEPARTMENT OF WAR,
Office Indian Affairs, December 2, 1834.

Sir: In a recent communication to the Department, Mr. Meigs observes that, "in Dr. McHenry's office, if a person who procures a (reserved) signature enters his name on the books as a purchaser, the Indian is not permitted to sell to any other, nor are others permitted to bid."

It will be readily seen that the signature of an Indian to a paper, purporting to be a contract, can, in various ways, be unfairly obtained; and that, to shut out competition or adverse bidding by virtue of such signature, may prevent his receiving that full consideration for his land which he might otherwise be able to realize.

The Department is altogether unwilling to credit the report of the alleged practice, and thinks it must have originated in mistake, inasmuch as it would have been in violation of its regulations for certifying con-
tracts under the Creek treaty, which were sent to you for your guidance in this matter.

Will you be pleased to inform the Department whether your practice has been as above represented. If, contrary to expectation, such practice has received your sanction, you will discontinue it, and not acknowledge the validity of the contract without examining into the circumstances and ascertaining its fairness, both as to the manner of obtaining it and the value of the consideration.

Very respectfully,

Your humble servant,

ELBERT HERRING.

Dr. Robert W. McHenry,
West Point, Troup county, Ga.

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DEPARTMENT OF WAR,
Office Indian Affairs, December 26, 1834.

Sir: In replying to your letter of the 6th instant, I have to state that, in the case of Mautalegy, a Creek reservee, Colonel Bright reported specially to the Department, and certified in favor of the first sale to Gilchrist. The contract was approved by the President, and sent, on the 5th instant, to the certifying agent.

Your application is therefore too late. But I would merely observe, that the contract would not have been approved by the President had there been reason to believe that Mr. Bright had not virtually observed the regulations established by the Department respecting the certifying of contracts.

Very respectfully, &c.,

ELBERT HERRING.

Wm. P. Chilton, Esq., Mardisville, Ala.

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DEPARTMENT OF WAR,
Office Indian Affairs, December 29, 1834.

Sir: I have had the honor to receive your letter of the 28th instant, enclosing one from Mr. A. J. Grinage to yourself.

In reply to the inquiry to Mr. Grinage, I have to state that a contract for the half of section 11, township 16, and range 29, as purchased by him, was transmitted to this office by General Sanford, the certifying agent, but in consequence of informality, could not be submitted to the President for approval, and was therefore returned for correction; it does not appear that General Sanford has yet made a second transmission of the contract.

Very respectfully, your most obedient servant,

ELBERT HERRING.

Hon. Thomas F. Foster,
House of Representatives.
DEPARTMENT OF WAR,

January 8, 1835.

Sir: I have the honor to transmit, herewith, for your information, the copy of a letter to the citizens of Benton county, Alabama, who last spring memorialized this Department against the confirmation of certain locations of Creek reservations made by you. Under the circumstances of the case, it has been thought proper to institute a further inquiry, which will be made by Mr. Tarrant. I ought to add that the minuteness with which your estimate of the value of these lands was prepared, exhibits gratifying evidence of attention to duty on your part.

Very respectfully, &c.,

LEWIS CASS.

JAMES BRIGHT, Esq., Nashville, Tennessee.

DEPARTMENT OF WAR,

February 7, 1835.

Sir: I have had the honor to receive your letter of the 6th instant, with one from Mr. Martin to yourself enclosed. In reply to the inquiries in the latter, I beg leave to state that Colonel Meigs was instructed to examine the system of locating reservations, and certifying contracts for the sale of them, under the Creek treaty of March, 1832, with a view to its improvement. But no material changes were made upon his suggestions. He was also directed to investigate a number of cases in which errors were alleged to have been committed, and so far as he acted definitively in these cases, his recommendations and proceedings have been approved. As to the inquiry of Mr. Martin—what shall the citizen do who has made improvements on lands located?—I have to state that these improvements cannot impair the title of the Indian to the land located for him. And to the remaining question I answer, that no purchases of reservations will be recognised which have not been made upon contracts in the prescribed form.

Very, &c.,

LEWIS CASS.

Hon. S. W. MARDIS,

House of Representatives.

DEPARTMENT OF WAR,

Office of Indian Affairs, March 10, 1835.

Sir: The action of the Creeks upon the twenty-nine sections of land under the 6th article of the last treaty, is not yet sufficiently definite for the assignment of the land. As yet only the five sections assigned to the western Creeks, and one half section assigned to Billy Moore’s son, are sufficiently authenticated. You will call their attention to this subject, and while engaged upon it, they can repeat the assignment of the five sections to the western Creeks, and the one to Billy Moore’s son, and also state specifically the names of those persons being Creeks, to whom the balance of the twenty-nine sections may be assigned. You will
have the assignment duly witnessed by yourself, and any other Government officer who may be present, and transmit the same to this office.

Very, &c.,

ELBERT HERRING.

LEONARD TARRANT, Esq.,
Mardisville, Alabama.

DEPARTMENT OF WAR,
Office of Indian Affairs, March 12, 1835.

SIR: On examining into the returns of the locations, we find, owing to some misconception in reference to the division of the duty between Colonel Abert and Mr. Bright, that twenty-eight sections only have been located under the 6th article of the treaty, namely, fifteen by Colonel Abert, and thirteen by Mr. Bright.

As this article of the treaty calls for 29 sections, you are requested to make the location of the one deficient section, and within the Mardisville land district.

In order to avoid unpleasant conflicts and controversies, you will be careful that the location should be unoccupied land, that is, of land which has neither been assigned to an Indian or sold at the late Government sales, or taken up since.

As soon as you have made the location, you will report the same to this office, and also to the land office at Mardisville.

Very, &c.,

ELBERT HERRING.

LEONARD TARRANT, Esq., Mardisville, Ala.

DEPARTMENT OF WAR,
Office Indian Affairs, April 1, 1835.

SIR: The herewith enclosed copy of a petition from the chiefs of the Creek nation to the Secretary of War, is transmitted for your information, and to excite your utmost vigilance in preventing the species of fraud therein mentioned.

Withhold, until you can make satisfactory investigation, all contracts where you have the least suspicion of unfairness. The great difficulty of identifying the reservees imposes the necessity of extreme caution and thorough scrutiny.

Very respectfully, &c.,

ELBERT HERRING.

LEONARD TARRANT, Esq., Mardisville, Ala.

Same to
Dr. R. W. McHenry,
West Point, Troup county, Ga.
DEPARTMENT OF WAR,
Office Indian Affairs, April 7, 1835.

Sir: I have received your letter of the 24th ultimo, enclosing one to yourself from the Creek chiefs, and also a copy of a letter from them to Dr. McHenry, in relation to frauds alleged to have been committed on many of their people by personation.

It is a matter not only of regret but of deep reproach, that any of our citizens should have stooped to such base artifices: It is impossible to suggest additional precaution to what has been already communicated. Extreme carefulness and the most eagle-eyed scrutiny must be exercised on the part of the certifying agents to prevent such frauds; and it is therefore prudent to withhold the contracts for a considerable time, and to give all practicable publicity to sales, that impostors may be detected and defeated.

Very respectfully, &c.,
ELBERT HERRING.

LEONARD TARRANT, Esq., Mardisville, Ala.

DEPARTMENT OF WAR,
Office Indian Affairs, April 8, 1835.

Sir: I have to acknowledge the receipt of your several letters, namely, one of the 14th, three of the 16th, and two of the 17th of March.

Your course in withholding the contract of Cho-Yoholo is approved. If the investigation should prove the sale to have been by the wrong Indian, you will return the contract to this office; if it should not be so proved, you will deliver the contract to the purchaser.

Oche Hadjo, No. 93. Weogulka roll is located on the south half of 13, 14, 17, which is the tract he has a right to sell.

The list of Mr. Bright's floats to which you allude, has been received as his final and correct locations of tracts which the Indians therein named have a right to sell. To prevent mistake on this subject, an extract from his roll in reference to those Indians is herewith returned.

Very respectfully, &c.,
ELBERT HERRING.

LEONARD TARRANT, Esq., Mardisville, Ala.

DEPARTMENT OF WAR,
Office Indian Affairs, April 11, 1835.

Sir: I have had the honor to receive your letter of the 27th ultimo to the Secretary of War, stating that frauds have been practised upon the Indians by speculations in their lands.

It is to be regretted that unprincipled men are to be found who will impose on the poor and ignorant Indians. Every measure of precaution that seemed to be required has been adopted by the Department, and it
is hoped that, by the vigilant attention of the agents of the Government, cause of complaint will, in a short time, cease to exist.

As the best answer to your inquiry respecting the rights of the heirs of deceased Indians I enclose a copy of a letter addressed to the honorable Mr. Mardis, of your State, by the Secretary of War, on the 26th of December last.

Very respectfully, &c.,

D. KURTZ, Chief Clerk.

To Judge J. P. Clough, Polecat, Ala.

DEPARTMENT OF WAR,

Office Indian Affairs, April 18, 1835.

Sir: Your letter of the 9th instant, enclosing contracts for west half of 14, 20, 26, which had been returned to you for correction, has been received.

The regulations require the agent to certify that the money was paid in his presence. This not being done in the case above referred to, the contract is again returned to you, that you may make it conform to the regulations.

I have, &c.,

ELBERT HERRING.

General J. W. A. SANFORD,

Milledgeville, Georgia.

DEPARTMENT OF WAR,

April 28, 1835.

Sir: Herewith you will receive copies of certain papers which have been transmitted to this Department, stating the existence of gross frauds in the pretended purchase of their reservations from the Creek Indians. These statements, if correct, certainly, exhibit a state of things requiring immediate correction. The frauds appear to consist in the personation by one Indian of another, in the amount and payment of the purchase money, and in the corrupt practices of at least one justice of the peace in the attestation of blank papers, which the parties have it in their power to fill up. Under the present circumstances you will suspend the certifying of all contracts until you receive directions to renew it from this Department, and you will give public notice of this instruction. None of the contracts now before the President will be approved, until the necessary investigations are made to ascertain their fairness. They will be retained here, and abstracts of them, containing the necessary facts, will be transmitted to you, as soon as they can be prepared. When these abstracts are received, you will publicly notify the parties of the suspension and investigations which have been ordered. Those contracts which you may have certified, and not forwarded, you will retain for subsequent disposition. If there are any of those which the President has approved yet
in your possession, you will not deliver them to the parties without further instructions.

It is the object of the Department to provide against the recurrence of these evils, if it be possible, and I have to call upon you to make such suggestions as may occur to you, of a practical nature, best calculated to produce this effect. It is to be hoped that the conduct attributed to the justice of the peace of certifying the blank papers, cannot prevail much among the public officers in that part of the State. It is possible, however, that it may be more extensive than I suppose; and I have therefore to request your opinion whether it would be expedient to restrict the authority of certifying such papers to a less numerous class of magistrates than justices of the peace, say to judges of the State courts? I am unwilling to give such directions in the first instance, because I do not know the inconvenience to which it may lead.

With respect to the personification of one Indian by another, some remedy appears absolutely necessary. I am aware of the difficulty which you may experience in establishing the identity of an Indian presenting himself before you, as I perceive that false witnesses may be easily produced. It occurs to me that, if you were to receive and certify contracts only at stated places in the various Indian towns, and upon particular days, to be fixed beforehand, when and where the Indians would assemble, and if all contracts were declared in the presence of those thus convened together, an entire check would be put to this fraudulent practice. It is hardly to be presumed that an Indian would present himself before a whole community, perfectly acquainted with him, and claim to be a different person, and enter into a contract to convey away that person's land; and certainly, if such an attempt were made, it is not possible but what some of those around would state the true circumstances, and thus prevent the fraud.

You will please to communicate your views respecting this suggestion, stating particularly the places where you may think it proper to meet the Indians. I do not suppose that it would be by any means necessary to visit every town, but only such a place within each given district as may be convenient for the proper assemblage of the Indians. The time might be fixed at each place in succession, depending upon the probable amount of business to be done. This Department would of course expect, were this plan adopted, to allow, in addition to your present compensation, your necessary travelling expenses.

Is it possible to devise any better plan than that provided by the existing regulations, for the payment and security to each Indian of the fair amount of the purchase money he ought to receive? If it be, any practical suggestions you may make, and which may appear reasonable, will be immediately adopted. You have already had so much experience in this matter, that you cannot fail to have discovered the evils to which the Indians are exposed, and probably the best means of obviating them.

If the statements which have been made to this Department are correct, a large proportion of the contracts which have been formed since the beginning or middle of last February, are fraudulent. Without determining this fact, and thereby prejudging the rights of individuals, there is certainly good reason for suspending the whole, and therefore for instituting the proper investigation. How is this best to be done? Shall all the contracts be declared void, on the ground of fraud, and the parties be
required in every case to exhibit the proof before you; or can a sufficient security against those fraudulent transactions which have taken place, be interposed by any investigation which you can make into such cases as you have reason to believe, or as may be represented to you to be fraudulent? In one case, the presumption of fraud, applying to all, every grantee would be required to exhibit his proof de novo. In the other, the investigation proceeding from the Government, would apply only to such cases as were presumed to require it. Your ideas upon this subject are requested.

In conducting these investigations the same plan, it appears to me, would be most efficient in detecting fraud, which is suggested above for the prevention of it in future, and that is, to inquire into the matter in every neighborhood where the contracting Indians reside, and to have the whole transaction developed in the presence of the various Indians who may be assembled. In this and in the former case, it would greatly promote the object in view, by giving the necessary previous notice of the day of meeting, and the nature of the business, in order that the Indians might be present.

The object of this communication, as you will perceive, is to suspend all operations connected with the sale of the Creek lands, until proper information can be received concerning the existence and extent of the frauds complained of, and the best method of preventing their recurrence. I have therefore to request your sentiments in full upon these topics. It is a subject on which the President feels great solicitude, and I cannot too forcibly impress its importance upon your attention.

The representations made lead to the belief that this fraudulent practice of purchasing from one Indian the land of another, has prevailed only since the middle of last February. This, however, may be otherwise, and if any cases of that nature have previously occurred, and if the contracts have been approved by the President, still the fraud is not beyond the reach of the Government. Applications have frequently been made for a "title," as provided in the third article of the Creek treaty, but the President has not felt himself authorized to furnish any other evidence of conveyance than the one expressly pointed out in the treaty itself. It is possible that some legislative provision may be made requiring patents to be issued, and in that case it is clear that, if land belonging to one Indian has been conveyed to another, the transaction was absolutely void, and no title would be granted by the United States in consequence of such a contract; and besides this, it may be proper for the Government to interpose, through the judicial tribunals, for the vacation of any contracts thus stamped by fraud, although they may have been approved by the President. There can be no doubt of the power of a court of justice to apply the necessary remedy. It is therefore desirable to know whether such cases exist, and, if they do, to identify them, and to discover such proof as might be necessary to establish fraud. You will be pleased to direct your attention to this suggestion, and to communicate such information as you may be able to procure on the subject. Common humanity, as well as justice, requires of the Government that every measure in its power should be adopted to prevent the gross impositions which have been practised upon the ignorant Indians.
A similar letter has been sent to Dr. McHenry and General Sanford; and Mr. Bright has also been consulted on the subject.

Very, &c.,

LEONARD TARRANT, Esq.,
Mardisville, Alabama.

WAR DEPARTMENT,
April 28, 1835.

Sir: I have the honor to enclose the copy of a letter which has this day been addressed to Mr. Tarrant and Dr. McHenry.

Although your election to Congress has necessarily vacated the office which you held, yet I have thought it proper to transmit for your investigation an abstract of those contracts which were certified by you, and which have not yet been approved by the President; and you will much oblige me by suggesting such a course as in your opinion ought to be pursued, as well with relation to them as to the other subjects mentioned in the letter; as I presume it will be difficult for any other person to make such an investigation into these contracts as may ultimately be necessary.

I would remark, that any necessary expenses you may incur in that duty will be cheerfully refunded.

Very, &c.,

LEW. CASS.

P. S. The abstract of contracts will be forwarded as soon as it can be prepared.

General J. W. A. SANFORD,
Columbus, Georgia.

WAR DEPARTMENT,
April 28, 1835.

Sir: I transmit for your information the copy of a letter addressed to Mr. Tarrant and Dr. McHenry.

As you have had much experience in the business relating to the Creek reservations, you will oblige me by transmitting any suggestions that may occur to you as best calculated to detect and prevent such frauds as are complained of.

Very, &c.,

LEW. CASS.

To JAMES BRIGHT, Esq.

WAR DEPARTMENT,
April 28, 1835.

Sir: Among the papers, copies of which were enclosed to you in my communication of to-day, there is a letter from Mr. McElmoro to the
President of the United States, dated 7th April, 1835, which contains charges affecting your character and conduct as a public officer.

I will thank you to transmit to this Department such information and representation as may be in your power, and as may enable me to form an opinion upon the statements made by that gentlemen.

I am, &c.,

LEW. CASS.

Dr. Robert W. McHenry.

WAR DEPARTMENT,
April 28, 1835.

Sir: I have to request that you will communicate to the principal and most intelligent Creek chiefs the purport of the letter this day addressed to you on the subject of the frauds alleged to have been committed upon their people. I wish you would state to the chiefs the great anxiety of the President to have the Creek Indians justly protected in all their rights secured to them by the treaty. They will communicate this to the Indians, and warn them of the frauds which are attempted, and above all, inculcate upon them the meanness and wickedness of one of their people representing himself as another, and thus conveying land to which he has no just title. You will be pleased also to request the chiefs to offer you any suggestions that may occur to them respecting the best method of preventing these iniquitous transactions hereafter.

Very, &c.,

LEW. CASS.

LEONARD TARRANT, Esq.,
Mardisville, Alabama.

WAR DEPARTMENT,
Office Indian Affairs, May 20, 1835.

Sir: I have received your letter of the 1st instant, and was much gratified to hear from you that the frauds which had been practised upon the Creek Indians by personation, were not so numerous as there had been reason to believe. The measures which you took to detect and prevent fraud, through the instrumentality of the chiefs and the publicity of notice, could hardly fail of being effectual. They indicate sound judgment, and a firm determination to arrest imposition and enforce right.

I return the contract forwarded by you for the approval of the President. You will perceive that, in the deed, the grantor is represented as a female, and, in the certificate of the agent, as a male. It is probable that there is no doubt about the title, and no conflict in the case. If so, give your certificate to that effect, and have the first-mentioned error corrected; and then, on its transmission to this office, the approval will be given.

Very, &c.,

ELBERT HERRING.

LEONARD TARRANT, Esq.,
Mardisville, Alabama.
DEPARTMENT OF WAR, May 23, 1835.

Sir: I have had the honor to receive your letter of the 15th instant. The Department is especially solicitous that the Indian chiefs and reservees shall be present at the proposed investigation of frauds alleged to have been committed in the contracts for Creek reservations. The chiefs, it is to be presumed, will be the best qualified to determine questions of identity, and the reservees should be convinced of the disposition of the Government to protect their rights.

A copy of the contracts, certified by you, but not yet approved, is preparing. When it is completed, it will be forwarded to you at Columbus.

Very, &c.,

C. A. HARRIS, acting Sec'y of War.

Gen. J. W. A. SANFORD, Columbus, Ga.

DEPARTMENT OF WAR, June 1, 1835.

Sir: I have received your letter of the 17th instant. It is not the present intention of this Department to declare void all contracts made since the 1st or the 15th February last. Your report may show such a measure to be necessary, but it will be postponed until that report is received.

Your observations confirm the impression entertained here of the difficulty of detecting frauds when they have been practised. It was supposed, however, that an investigation conducted, not at each town, but at a central place in an assigned district, would be sufficient; and it is suggested whether this will not be sufficient, after the completion of your preparatory examinations, for the convenience of the chiefs, the Indians, and the purchasers, who will be required to be present at the second inquiry, which you contemplate, into all the fraudulent cases.

The Department is satisfied, from the tone of your letter, that you will execute this duty intelligently and faithfully. General Sanford, being engaged in an examination of the cases certified by him, cannot be associated with you.

Very, &c.,

C. A. HARRIS, acting Sec'y of War.

P. S. It was not intended to limit you to one week in a month in this investigation. That limitation applies only to the ordinary certification of contracts. Your present duty should be completed as early as practicable.

Dr. ROBERT W. McHENRY,
West Point, Troup county, Ga.

WAR DEPARTMENT,
Office Indian Affairs, June 1, 1835.

Sir: I have received your letter of the 8th ultimo. The contract for the north half of section 32, 21, 6, by Wose-e-Yohola to E. Corley & Co. has been noted as invalid, because of the fraud practised in obtaining it.
It cannot, however, be returned to you, as the Department has determined, at least for the present, to retain in its possession all the contracts of this character which have been forwarded to it.

Herewith I transmit the abstract of all unapproved contracts certified by you, now in the possession of the Department, as promised to you in the letter of the Secretary of War of the 28th April last.

Very, &c.,

ELBERT HERRING.

LEONARD TARRANT, Esq., Mardisville, Ala.

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DEPARTMENT OF WAR,
Office Indian Affairs, June 2, 1835.

Sir: Your letter of the 16th ultimo, enclosing a list of invalid contracts, has been received. These contracts cannot be returned to you for the reasons assigned to you in my letter of the 1st instant:

The Department approves the course adopted by you in taking the testimony of the chiefs and other Indians, residents of the town, with the individual appearing before you to contract for the sale of land, in identifying him as the rightful owner of the land which he proposes to sell.

Very, &c.,

ELBERT HERRING.

LEONARD TARRANT, Esq.,
Mardisville, Alabama.

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WAR DEPARTMENT, June 8, 1835.

Sir: The proceedings of the meeting of citizens of Macon county, of which you were secretary, have been received by the President, and referred by him to this Department.

I have the honor to inform you that the certifying agents have been instructed to institute an examination of all contracts certified by them since the 1st of February last, in the presence of the chiefs, Indians, and citizens, and that no contracts will be approved by the President until the result of this investigation is reported.

Very respectfully,
Your obedient servant,

C. A. HARRIS,
Acting Secretary of War.

SAMPSON LANIER, Esq.,
Columbus, Georgia.

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WAR DEPARTMENT,
Office Indian Affairs, June 10, 1835.

Sir: I have received your letter of the 9th May, and in answer inform you that the certifying agents in the Creek country have been
instructed to re-examine all contracts made since the 1st of February. 
Your application, therefore, should be made to Mr. Tarrant. If the land 
you claim was located for an Indian reservee, and he has died since the 
conclusion of the treaty, the laws of the State will determine who is en­
titled to the reservation.

Very, &c.,  
ELBERT HERRING.

Mr. WM. SUMNERS, 
Pond Spring, Talladega, Alabama.

DEPARTMENT OF WAR,  
Office Indian Affairs, June 21, 1834.

Sir: In relation to the letter of Mr. Hoxey to you, which was left 
with me this morning, I have the honor to remark, that the contract 
for half section E, 34, 19, 29, as transmitted to this office for approval, 
was discovered to have been erroneously certified to; it was therefore · 
returned to the agent, General Sanford, for correction; the subject is 
also undergoing an investigation in the Department.

I retain the certificate of Mr. Hardaway, and herewith return the letter 
of Mr. Hoxey.

I have, &c,  
ELBERT HERRING.

Hon. SEABORN JONES,  
House of Representatives.

WAR DEPARTMENT,  
Office of Indian Affairs, June 22, 1835.

Sir: I have received your letter of the 5th instant, in relation to frauds 
alleged to have been committed against Creek reservees, &c.

The letter which you have specified in your communication, and which 
you were apprehensive had been intercepted and suppressed, was receiv­
ed and is on file in this office. It was enclosed in a letter of Judge 
Tarrant to myself, and is dated 23d March last, at Cowossoauda, signed by 
about eighteen chiefs, and addressed to Dr. McHenry. It was answer­
ed by me on the 7th April, and the certifying agents were instructed to 
withhold contracts, and to give the utmost publicity to sales, for the 
purpose of defeating contemplated impositions. On the 28th of April, 
the Secretary of War addressed a letter of instructions to the certifying 
agents, prescribing additional precautionary measures for the prevention 
of fraud. Those instructions have not been countermanded or relaxed 
in the least degree, there being still the same anxiety to prevent fraud 
that induced the issuing of those instructions.

You speak with great positiveness of the favorable result that would 
flow from sending a deputation of Creek chiefs to this place, or from 
the President’s sending a commissioner to treat with them out of their 
nation, respecting the emigration of their people. You may be correct
in your conclusion; but I am instructed to say that neither proposal can be agreed to. There is no funds applicable to such an expense, and it is no way certain that the measure would be successful. If the chiefs be individually opposed to emigration, how can it be supposed that in convention they would advocate it? If it be thought that their advocacy of the measure could be procured by gift, I would merely remark that there is nothing to bestow. The last treaty with them is very explicit and just and liberal. They are free to go or stay, as they prefer, and when they are ready to go the Government will remove them at its own expense, and will subsist them for one year after their removal; but the chiefs will not be purchased to use their persuasion to induce emigration. If it be consistent with their duty as chiefs to oppose removal, or to be passive on the subject, and to witness the consequent degradation and suffering of their people, they must take the responsibility and persist in their opposition.

Very, &c.

ELBERT HERRING.

WILLIAM DOUGHERTY, Esq., La Grange.

DEPARTMENT OF WAR,
Office Indian Affairs, August 9, 1833.

Sir: I transmit to you, by this mail, a copy of all the Indian laws and treaties, in compliance with the request contained in your letter of the 25th ultimo. As the claims therein mentioned appear to come under the provisions of the intercourse acts, you will consult them for your Government, and admit no claims of this character that are not proved in the manner therein prescribed. Such claims as you think should be allowed, you will transmit to this office for its action, and for the amount of those that are finally approved, an appropriation will be asked of Congress.

I also enclose copies of certain papers relating to the rights of some Creeks to be enrolled, which I am instructed by the Secretary of War to direct you to examine and report upon as early as practicable.

I am, &c.

D. KURTZ,
Acting Commissioner, &c.

LEONARD TARRANT, Esq.

WAR DEPARTMENT,
September 9, 1835.

Sir: I transmit you herewith a copy of a letter just received at this Department. As it is not authenticated by the signature of any person, it seems only necessary to transmit a copy to you, with a view of calling your attention to the facts therein stated.

The Department has full confidence in the zeal, ability, and integrity, with which you have conducted and will conduct the difficult business committed to you, connected with the execution of the last Chickasaw treaty. It is proper, however, that, where grave questions arise under
that instrument, the practical solution of which may be attended with
doubt, that the views of the President should be freely made known to
you. I do not know whether absolute purchases of Chickasaw reservations
have been made; but if so, it is proper it should be publicly announced
that they cannot be sanctioned by the Government. No sales will be
recognised as valid which shall be made before the locations are finally
completed, and approved by the President. The selections of lands for
Indians under the treaty, is an inchoate act until it has been forwarded
here and received the sanction of the President. And the 14th article
of the regulation of December 22, 1834, prescribing the mode of ex-
cuting the duties under the treaty, expressly provides that the parties can
acquire no right to the locations "until the same are approved by the
President of the United States."

It is out of the question to permit sales to be made by a people in the
condition of the Chickasaws, unless upon certain fixed principles, to be
previously laid down. Unless such a barrier is interposed against fraud,
experience has shown that the Indians will be stripped of their property.
And, indeed, how can an honest purchase be made, unless the Indian
knows the tract which he is to sell? And this fact is entirely undeter-
dmined, until the final approval of the locations. The 4th article of the
treaty expressly provides "that the deed of conveyance shall be valid,
provided the President of the United States or such other person as he
may designate, shall approve of the same and endorse it on the deed."
This power is given for the protection of the Indians, and as soon as the
locations are made, regulations will be issued prescribing the mode of
proceeding which the seller and purchaser must pursue, in order to ob-
tain the final sanction of the President. No conveyance not made in
conformity with these regulations will be approved; nor will any obli-
gation given by the Indians previously to the issuing of the regulations,
have the slightest effect in the ultimate disposition of the property. The
regulations must precede the contract, and the latter must be protected
by the provisions of the former. Such is the spirit of the treaty, and
such are the views of the President in relation to his duty under it.

As it is desirable that false expectations should not be raised, it will
be proper, if purchases are now making of the Chickasaw Indians, under
a belief that these will be ultimately sanctioned by the Government, to
make known, in any way you think best, the views communicated in these
instructions.

Very respectfully, your obedient servant;

LEWIS CASS.

Col. BENJAMIN REYNOLDS;
Tuscaloosa, Alabama.

WAR DEPARTMENT, September 9, 1835.

SIR: I transmit herewith a copy of a letter from certain Creek In-
dians, dated 25th ultimo, to the President of the United States. I enclose
also copies of preceding communications, to and from this Department,
in relation to the general matters complained of by these Indians.

It is exceedingly desirable that all frauds in the execution of the Creek
treaty should be prevented, and that those which have been committed should, as far as possible, be detected and punished. This Department is prepared to take any steps in its power to accomplish these desirable objects. The practical difficulties which have presented themselves will be apparent to you from a perusal of these communications.

The President directs that the subject be committed to you. You will proceed to the various towns where you have reason to believe frauds have been committed, and where proper information respecting them can be procured. You will request General Sanford, Mr. Tarrant, or Doctor McHenry, who are, or have been, certifying agents, to proceed with you to the district which is assigned to them respectively, and with their aid you will endeavor to make a thorough investigation into the subject, and as far as possible to do justice and satisfy the Indians. It is impossible to give you detailed instructions in this duty. But the great object, as you will perceive, is to right the wrongs which may have been committed, and to prevent their recurrence. With the aid of the above-named gentlemen, it is to be hoped that your mission will be successful.

General Sanford, Mr. Tarrant, and Dr. McHenry have been written to, and requested to accompany you on your invitation; and also, to take with them all the books and papers relating to this matter. You will please to make a report to this Department of your proceedings at as early a day as practicable. As you are in public employment, and as this business is nearly connected with your duties as principal removing agent for the Indians, it is not contemplated that any compensation other than your actual expenses will be necessary. These will be allowed on your certificates of honor.

Very, &c.

LEWIS CASS.

Col. J. B. Hogan, now at Washington.

DEPARTMENT OF WAR, September 9, 1835.

My Friends: Your letter of the 25th ultimo, to the President of the United States, has been referred to this Department.

Your great father, the President, is very desirous of protecting you in all your rights, and of preventing any frauds in the sale of your lands. Instructions for these objects have been given from this Department, and officers, from time to time, appointed. The truth is, if the white people are wrong, your own people also are wrong. They personate one another, and thus appear before the agent and convey land to which they have no title. Whenever this is known it should be disclosed. It is not possible for the officer of the United States to know all your people, and thence it is that so many frauds arise. The President has directed Colonel Hogan, who has been appointed principal agent for your removal, to proceed to your towns and endeavor to ascertain, and to correct and punish, such frauds as have been committed. When he arrives among you, I wish you would give him all the information in your power.

Your friend,

LEWIS CASS.

NE-I-MICO AND OTHERS, Creek Chiefs.
DEPARTMENT OF WAR,
Office Indian Affairs, September 9, 1835.

Sir: I am instructed by the Secretary of War to inform you that Col. J. B. Hogan has been directed to repair to the Creek nation, and for the purpose of examining every case of alleged fraud in the contracts for the sale of Creek lands. The President has determined upon this measure in consequence of the renewed and urgent representations made to him by some of the chiefs.

The Secretary of War requests that you will place in the hands of Colonel Hogan the registers or books of the contracts certified by you, and such documentary evidence in your possession, as will facilitate the discharge of his duty under his instructions; and, also, that you will accompany him in his visits to the different towns, should he invite you so to do.

You will be allowed a reasonable compensation for your time and services while engaged in the execution of this duty.

Very, &c.,

ELBERT HERRING.

Gen. J. W. A. SANFORD.

Same to L. Tarrant and R. W. McHenry, save the last sentence, for which substitute—

You will be allowed, while employed in the execution of this duty, your pay as certifying agents, and your actual travelling expenses.

DEPARTMENT OF WAR,
Office Indian Affairs, September 12, 1835.

Sir: I enclose a copy of a letter of a Mr. Clough, which, in some measure, implicates your official conduct. The case has been referred to Colonel Hogan, with others, for investigation. The copy is sent to you that, if you think proper, you may transmit an explanatory statement.

Very, &c.,

ELBERT HERRING.

Dr. R. W. McHenry, West Point, Ga.

WAR DEPARTMENT,
Office Indian Affairs, September 17, 1835.

Sir: Your letter of the 28th August has been referred to this office. The President having directed that Colonel J. B. Hogan should be instructed to examine every case of alleged fraud in the sale of lands in the Creek country, it is considered unnecessary, at present, to take any further measures for the investigation of the charges you have presented against Dr. McHenry.

Very, &c.,

ELBERT HERRING.

ROBERT G. HARDEN, Esq.,
Pole-cat Springs, Alabama.
DEPARTMENT OF WAR,
Office Indian Affairs; September 18, 1835.

Sir: On the 28th of April last you were instructed to suspend the certifying of contracts; until you should receive directions to renew it from the Department.

It has recently been represented to the Department that there are some Creek Indians, having reservations, and about which there is no dispute, who are disposed to sell them.

I am instructed to say that, in all such cases, you are authorized to proceed in certifying contracts, being governed by the instructions heretofore communicated to you on this subject. The business was suspended for the benefit of the Indians, and the same motive now induces its renewal. The policy of the Government is, and always has been, in favor of the Indians selling on fair and equitable terms. The suspension was occasioned solely by an abuse of the terms prescribed by the Department.

Very, &c.,
ELBERT HERRING.

LEONARD TARRANT, Esq.

DEPARTMENT OF WAR, September 19, 1835.

My Friend: I have received your letter of the 4th instant, and shall proceed to answer the questions you propose.

I am very glad that you have come to a determination to remove to the country west of the Mississippi river. I am sure you take a correct view of the subject, and such a one as has been repeatedly presented to you by this Department. Your only safety consists in emigration. If you continue in Alabama, you must ultimately disappear. If you go west, you may establish yourselves comfortably, and become a happy and contented people.

The Government has made an arrangement with a company of very respectable individuals, to remove your people and subsist them on the road. Every precaution has been adopted to have you kindly treated and properly supplied. The removal will be superintended, under the general direction of your friend Colonel Hogan, by officers and agents of the United States, who will receive special instructions to see justice done you, and will be authorized to redress any reasonable complaints you may make. Under these circumstances, you will perceive it will not be possible to make any other arrangements for your transportation and subsistence, and I believe you will find this entirely satisfactory.

With respect to the omission of reservations for some of your people, that is a subject which Congress alone can settle. The President has not felt himself at liberty, after taking the proceedings authorized by the treaty, and bringing them to a close, to reinvestigate the matters. Should it be found, however, that injustice has been done, I presume that well-founded claims of the parties will be ultimately satisfied.

The question of the disposition of such of your lands as have been reserved for persons since deceased, is one which the President has had before him. I enclose you a copy of a letter to Mr. Mardis, by which
you will see the views which he entertains upon this subject. The land designed for orphans has been reserved, but none of it has been yet sold, as it is believed it has been increasing in value faster than the interest of the money. If, however, your chiefs generally should wish the sales to take place, I presume there will be no objection to that course. The proceeds will be applied to the benefit of the orphans, agreeably to the treaty. My own impression is, that the land, when disposed of, should be offered at public sale.

The twenty-nine sections reserved by the sixth article of the treaty, with the exception of those conveyed by you to the western Creeks, are at the disposition of the nation. When they shall have disposed of them in a fair bona fide manner, for the general benefit, and at a just price, the President will sanction the conveyance. If you are not prepared to act jointly through your chiefs, and wish to commit the matter, as you suggest, to some individual who can act for you, you can agree upon your plan, and transmit it, with the name of the person, who, by the treaty, must be a Creek, to this Department, for consideration. I can give you no assurances as to the course that will then be taken, because that will depend on the opinion the President may entertain of the fairness of the whole transaction, and of the benefit that will probably result to the nation collectively. He is determined, so far as he has a right to interfere, that neither your people individually, nor the tribe collectively, shall be defrauded out of the property reserved for them by the treaty.

The questions you propose respecting the balances claimed, will be answered without delay by the Commissioner of Indian Affairs. I am gratified to find Dr. McHenry has discharged his duties to your satisfaction.

Wishing you a safe and speedy journey, and a happy establishment among your brethren west,

I am your friend,

LEWIS CASS.

OPTH-LE-YOHOLU AND OTHER CHIEFS,
Tallassee, Alabama.

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WAR DEPARTMENT,
Office Indian Affairs, September 25, 1835.

Sir: Colonel Hogan having been appointed to make a full examination into the frauds which have been committed in Creek contracts, the Secretary of War directs that the instructions to you of the 18th instant be suspended until information is received from him. You will not, therefore, proceed in the certifying of contracts until directed by the Department.

Very respectfully, &c.,

ELBERT HERRING.

LEONARD TARRANT, Esq.,
Mardisville, Alabama.
WAR DEPARTMENT,
Office Indian Affairs, September 26, 1835.

Sir: For your information, herewith, I transmit a copy of a letter from
Doctor McHenry, of the 12th instant, and of the list of fraudulent con-
tracts which accompanied it.

Respectfully, &c.,

ELBERT HERRING.

To Col. J. B. Hogan,
Fort Mitchell, Alabama.

DEPARTMENT OF WAR,
Office Indian Affairs, September 26, 1835.

Sir: I have received your letter of the 12th instant, addressed to the
Secretary of War, with the accompanying list of fraudulent contracts.

Until you are otherwise instructed by this Department, you are re-
quested to suspend all re-certification of contracts for lands made prior
to the 28th April last, as also, certification of sales since that day.

Respectfully, &c.,

Doctor R. W. McHenry,
Columbus, Georgia.

WAR DEPARTMENT,
Office Indian Affairs, October 5, 1835.

Sir: I enclose a copy of a letter from W. C. Thompson, sheriff of
Macon county, and have informed him that the whole subject of locations
in the Creek country had been confided to you. You will be pleased to
give this case the attention it may require.

Very respectfully, &c.,

ELBERT HERRING.

To Col. J. B. Hogan,
Fort Mitchell, Alabama.

DEPARTMENT OF WAR,
Office Indian Affairs, October 21, 1835.

Sir: I have been instructed to transmit to you the enclosed papers
received from Mr. Freeman.

They allege fraud in a contract which has received the President's
approval, and has been returned to the agent, and is now supposed to be
in the hands of Captain Walker, the agent for the purchasers. Mr.
Freeman asks that you may be authorized to demand the surrender of
this contract. This authority, in the present aspect of the question, it is
considered unnecessary to give. The enclosed letter for Captain Walker will show you that it is the President's expectation the contract will be willingly returned, if fraud shall be proved. I will thank you to deliver this letter to Captain Walker, and to give notice to the parties of the time and place when you will investigate this transaction.

You will please to furnish Captain Walker with a copy of Mr. Freeman's letter, if he shall desire it; and also to communicate to Doctor McHenry the purport of the papers you have received, that he may furnish such explanations as he shall think proper.

Very, &c.,

ELBERT HERRING.

Col. J. B. Hogan,
Fort Mitchell, Alabama.

WAR DEPARTMENT,
Office Indian Affairs, October 21, 1835.

Sir: Your letter of the 30th ultimo, to the Secretary of War, has been referred to this office.

I have been instructed to transmit a copy of this letter and of the papers which accompanied it, to Colonel Hogan, with directions to investigate all the circumstances of the alleged sale by Tushatcha, and to reportthem to this office. He will notify the parties of the time and place when this investigation will take place.

I have also advised Captain Walker of the proceedings contemplated, and informed him that, if reason should be discovered for believing the transaction fraudulent, the President will expect the contract, which has received his signature, to be returned.

Very respectfully, &c.,

ELBERT HERRING.

O. K. Freeman, Esq.,
Tuskegee, Alabama.

WAR DEPARTMENT,
Office Indian Affairs, October 21, 1835.

Sir: This Department has been advised by Mr. O. K. Freeman, that you have in your possession a contract approved by the President, for the land of Tushatcha, a Creek Indian, in which there is reason to suppose the existence of fraud.

The papers received from Mr. Freeman have been sent to Colonel J. B. Hogan, at Fort Mitchell, with instructions to examine the whole matter. He will give you a copy of Mr. Freeman's letter, if you wish it, and I am directed to express to you the expectation of the President that this contract will be surrendered, if, in the investigation, circumstances shall appear, showing that it ought not to have been certified or approved.

Very respectfully, &c.,

ELBERT HERRING.

Capt. William Walker,
care of Colonel J. B. Hogan, Fort Mitchell, Alabama.
VVAR
DEPARTMENT,
Office Indian Affairs, October 28, 1833.

SIR: It has been represented to the Department that there are many Creek Indians anxious to sell their reservations, and to which there is no conflicting claim.

You will therefore resume your duties as certifying agent under the instructions heretofore given, confining yourself to those cases which have never before been certified by you, and which of course excludes all re-certification. And you cannot fail to perceive, from the complaints which have been already made on this subject, that the utmost vigilance will be necessary on your part to prevent fraud, and do justice to all concerned.

Very respectfully &c.,

LEONARD TARRANT, Esq.,
Mardisville, Alabama.

Same to Dr. Robert W. McHenry.

WAR DEPARTMENT, November 3, 1835.

GENTLEMEN: I have received your letter of the 16th. October, remonstrating against any reinvestigation of the sales which have been made by the Creek Indians.

You appear to suppose that the persons claiming to be purchasers of the Creek lands have, by the proceedings which have taken place, acquired certain vested rights, which the Executive Government cannot legally control, and which are interfered with by the instructions given to Colonel Hogan. By the third article of the Creek treaty of 1832, no contracts made for the purchase of these lands is valid till approved by the President. This provision has been repeated in the instructions given to the agents, and must have been known, or ought to have been known, to those who were desirous of acquiring rights under the treaty. The object of this limitation upon the rights of sale by the Creek Indians was, doubtless, to secure them against the perpetration of such frauds as they are liable to from their condition. It is scarcely to be questioned that the President has the right, in the exercise of this discretionary power to approve or disapprove, to direct information to be procured in any mode he may think proper. Purchases have been made under the treaty, and under instructions from this Department, and the contracts have been certified by the officers charged with that duty. Allegations of fraud were received at this office, and an investigation into the circumstances was made. It was not contended that this investigation was improper, or that it affected the vested rights of the parties. New allegations are now made, and another investigation directed. I see no reason to question the correctness of this proceeding any more than of the former. To be sure, it may be said that this process may go on indefinitely; but that is putting an extreme case, deserving little weight in the consideration of the subject. So much for the right of the President to direct this reinvestigation. With respect to the facts, they are these:
A memorial was received by the President from five of the principal Creek chiefs, and witnessed by two of the most intelligent half-breeds, who understand English perfectly, complaining of great frauds in their land transactions, alleging that the former examination had not probed the matter sufficiently. That gross frauds have been committed, is a fact not disputed, and a belief of which had spread through the country. To deny the investigation, was to pass irrevocably upon the claims of the Indians, and to confirm all that had been done. To direct it, was to endeavor to lead to the correction of errors wherever they existed. If such errors existed, they ought to be corrected; if they did not, the worst that could happen was a short delay in the consummation of the title to the parties interested. Such delay is certainly not to be weighed against the injury which might be brought upon the Indians by a refusal of their application.

This reinvestigation has been directed without intending to cast the slightest imputation upon the officers before charged with a similar duty. General Sanford's character at this Department is wholly unimpeached, and, I believe, unimpeachable. It is certainly no reproach upon him that subsequent allegations have been received, showing why the proper information was not and could not be given to him by the Indians. Whether these allegations are true or not, I form no opinion. It is enough for the Department to know that they have been made by a respectable portion of one of the parties to the treaty. Messrs. Marshall and Care, the witnesses of the memorial forwarded by the chiefs to the President, have, indeed, in letters just received, thrown some doubts upon the knowledge and intention of the chiefs who signed the paper. But, whatever credit may be given to the good intentions of these witnesses now, as much, to say the least of it, must be subtracted from them for the testimony confirmed by their signatures; and, besides, these letters are too late for any practical benefit, as the measures directed are now in process of execution. It was not intended or expected that Colonel Hogan would enter into an investigation of all the business heretofore done, but only of such particular cases as, from general report or special circumstances, might seem to require it; and, with this view, and also to aid him in the execution of his duties, he was requested to ask the personal assistance of the agents who have heretofore been employed in certifying contracts; and that those gentlemen were thus called upon, is a decisive proof that this proceeding was not intended to impeach their conduct.

It seems to me that a discreet exercise of the authority vested in Colonel Hogan will require but little time. To go into an examination of all cases of contracts, not yet acted upon by the President, would be useless, and was never intended. To refuse to examine such as these, is just ground to suspect would, in effect, make the Government a party to the fraud; and if appears to me, to make this investigation at the places where the Indians reside, will promote the cause of truth much better than to call them to a distant place, where they might be unwilling or afraid to go. Besides, in a small community, where a man's concerns are all known, if there be any attempt at personifying him by another, or any other fraud committed upon him, it will be comparatively easy to arrive at a just conclusion.

As to the question of validity of Indian testimony in the courts of Ala-
bama, it does not seem to me to have a place in this examination. From the moral condition of the Indians, the evidence must always be received with much caution; but this is an objection to its credibility, and not to its competency. I cannot hesitate to believe that, in an extra-judicial investigation like this, the statements of respectable Indians may be received, and that they would have such weight with the President in his decisions as the circumstances might appear to justify.

Very, &c.,

LEW. CASS.

Eli S. Shorter, Esq., and Others,
Columbus, Georgia.

DEPARTMENT OF WAR,
Office Indian Affairs, Nov. 4, 1835.

Sir: I transmit a copy of a letter addressed to E. S. Shorter and others, for your information. You will perceive from it, that it is not the intention of the Department that you should re-examine all the contracts that have been certified, but such only as shall be brought before you in the several towns, with allegations of fraud or error; after you have given notice that you are ready to receive charges and evidence.

Very, &c.,

D. KURTZ, acting Com'r, &c.

Col. J. B. Hogan, Columbus, Ga.

DEPARTMENT OF WAR,
Office Indian Affairs, Nov. 16, 1835.

Sir: I have received your letters of the 2d and 5th instant; with the papers therein enclosed, and rejoice to perceive that you are pursuing with much spirit and zeal, the investigation of the Creek contracts committed to your charge.

You will please to consult the United States district attorney, and, if he shall concur with you in the expediency of prosecutions for perjury relating to those contracts, let them be instituted in two or three cases, where the proof is clear and conclusive. They would serve the double purpose of punishing offenders and preventing similar transgressions. The result of those prosecutions will determine the course of proceeding in other similar cases.

A copy of the census-roll of the Creek Indians is, according to your request, herewith enclosed.

With respect to the charges made by Dr. McHenry against the purchasers of Creek lands, when he went into the Indian town to certify for their accommodation, the following is an extract of a letter written to him by the Department on the 12th of June, 1834:

"The Department cannot sanction your taking office fees for extra services and papers furnished, &c. Whatever pertains to your official duties, you will of course perform, without any other compensation than
is allowed to you by Government. If you should render services not contemplated or required under appointment, render them gratuitously. You will otherwise subject yourself to harsh imputations, and the Department, by countenancing the charge would share the odium."

If, after the receipt of that letter, Dr. McHenry has charged any purchaser anything more than actual expenses incurred by him in going to an Indian town for the purpose of certifying, he has acted in direct violation of the instructions contained in the letter.

Very, &c.,

ELBERT HERRING.

Col. J. B. Hogan, Columbus, Ga.

WAR DEPARTMENT,
Office Indian Affairs, December 7, 1835.

Sir: Your letter of the 19th ultimo has been referred to this office. The accompanying paper will show you the result of an examination of the registers. There are, however, many contracts that have not yet been examined, and it is possible there may be among them contracts in some of the cases about which you inquire. Your request in relation to them will be observed, so far as to give you reasonable time to make such representations as you may think necessary.

Very respectfully, &c.,

ELBERT HERRING.

ELI S. SHORTER, Esq.,
Columbus, Georgia.

DEPARTMENT OF WAR,
Office Indian Affairs, December 29, 1835.

Sir: I transmit herewith a list of the sections assigned by the Creek Indians to Benjamin Marshall and others, and sold by them, to which the President has affixed his approval.

I observe that, in your letter of October 28, you state the proceeds at $43,000. I have presumed, however, that this was exclusive of the amount of the sales to Marshall & Murray, and that the $35,000 paid by McGehee, was for the tracts bid in for the Creeks and those bid off by the agent of the speculators.

If you find the enclosed statement correct, the money can be paid to the assignees of the Creeks, and the conveyances to the purchasers completed.

A plan for the sale of the orphan lands will be submitted to the President as soon as it can be drawn up.

Very, &c.,

ELBERT HERRING.
WAR DEPARTMENT, December 31, 1835.

Sir: I have the honor to lay before you a petition, signed by O-polle Yo-ho-lo and other chiefs of the Creek nation, in which they request that instructions may be given for the sale, at an early day, of the twenty sections reserved for the orphan children of their nation, by the second article of the treaty of March 24, 1832.

Colonel Hogan, in his letter transmitting this petition, remarks: "I am convinced that, as long as these Indians have land unsold of their own, or that there remains land unsold that has been set aside for the benefit of the nation, or the orphan children of their nation, that it will be a pretext to remain here." Captain Page, who has been on duty in the Creek nation as disbursing officer for the emigration, concurs in this opinion.

Under these circumstances I respectfully submit the following project for the sale of these lands, and the disposition of the proceeds:

- The sub-agent for the Creeks was instructed, on the 7th of January last, to execute leases for these sections, to be terminated at the pleasure of the United States, the lessees to be allowed time to gather their crops. These leases can now be terminated without delay, and without injury to the holders of them. The sums due upon these leases, and upon others made previously by Mr. Crawford, the marshal of the southern district of Alabama, without authority from this Department, should be immediately collected. The sub-agent may, upon the termination of the leases, advertise the twenty sections for sale at some proper central place, in the manner that the public lands are sold, giving sixty days' notice. The lands to be offered in quarter sections, and sold only for cash. The proceeds, when realized, to be deposited in the Bank of Montgomery, Alabama, to the credit of the Treasurer of the United States. Duplicate receipts to be taken, one to be transmitted to this Department, the other to the Treasury Department.

Upon the coming in of these receipts and of the report of the sub-agent, the whole proceeding to be submitted for your action. If approved, the sales to be confirmed; but if not, the money to be returned to the purchasers.

Should this general outline be approved, such specific instructions as may seem proper will be given to the agent charged with the execution of this duty.

Very respectfully,
Your obedient servant,
LEW. CASS.

To the President of the United States.
Approved, January 5, 1836.
ANDREW JACKSON.
the 6th article of the treaty with the former of March 24, 1832, and of twenty-four sections, located for certain heads of families, under the 2d article of the said treaty, all of which Messrs. Stuart, Fontaine, and Hargraves claim to have purchased.

In regard to the five sections, I have to observe, that the claim of these gentlemen was submitted to the Attorney General in March, 1834, upon which he gave an opinion on the 15th of April. A copy of this opinion was transmitted to the honorable Mr. Foster on the 2d of May.

The views of the Attorney General, as expressed in that opinion, were, that although the western Creeks had no authority or capacity to convey the sections granted to them, prior to their locations, they could convey them subsequently, and their attorneys could make these conveyances, although the power under which they acted was dated prior to the location. To be valid, however, these conveyances must be made in the manner pointed out in the 3d article, for conveyances of reservations provided for in the 2d article.

The tracts must have been located, a fair consideration stipulated in the contract in the form previously prescribed by the President, certified by an agent appointed by him, and approved by him, and the payment completed.

None of these prerequisites and formalities attended the purchase made by Messrs. Stuart, Fontaine, and Hargraves, of the five sections, and it could not therefore be recognised.

I omit any reference to the power of attorney given by the western Creeks to Mr. Tarrant, which in effect revoked that to McIntosh and Tiger, because he has never acted under it, but declined receiving it.

The subject of the twenty-four sections was presented by the gentlemen you represent, through Mr. Foster, in March, 1834. On the 27th of that month he was informed that their right to these sections could not be admitted, for the reason that the treaty required them to be located previously to any conveyance by the Indians.

To obviate the difficulties in both cases, you propose that a special agent be appointed, at the expense of the claimants, to examine the lands, fix the price, examine the evidence of previous payments, act as the agent of the Indians in receiving any further payments which may be demanded, and certify the contracts in behalf of these purchasers, for the approval of the President.

I have submitted this proposition to the President, who, in consideration of the peculiar circumstances of the case, is willing to assent to it, the compensation of the agent to be fixed by this Department.

An agent will be appointed for the purpose above stated, as soon as a suitable selection can be made. He will be allowed five dollars a day and his actual travelling expenses, while actually engaged in the execution of his duties.

The relaxation of the regulations in this case is not, by any means, to be considered as a precedent. The peculiar circumstances attending it, the fact that the Indians from whom the purchases were made now reside west of the Mississippi, the long interval that has elapsed, the recognition of the sale by the locating agents so far as to exclude other locations, distinguish it from any that have occurred, or that are likely to occur.
It is proper for me, in regard to the letter of the Commissioner of Indian Affairs to which you refer, of January 23, 1833, to repeat the answer given to Mr. Foster: "The 'sanction' to be given to the sale was certainly to be given in a mode to be established by previous regulations and to which all might conform."

It is due also to Colonel Abert to add, that his opinion was probably misunderstood, as, in a letter to the Commissioner of Indian Affairs, dated February 28, 1834, he says, "I did not agree with them in relation to these letters;" (those of the Commissioner which were regarded as justifying purchases.) Your clients probably derived their impression from his offer to sanction no other sale of the lands in question until they had had an opportunity of communicating with this Department.

Very respectfully,

Your most obedient servant,

LEWIS CASS.

Col. ALFRED IVERSON, Washington.

DEPARTMENT OF WAR,

January 15, 1836.

Sir: It is indispensably necessary that the difficulties arising out of the conveyances of the Creek lands should be terminated as soon as possible. Every consideration of policy, as well as of humanity, requires the immediate removal of those Indians; and, from the various reports that have reached this Department, it is obvious that, as long as the questions concerning their conveyances are kept in an unsettled state, they will not be disposed to remove. I have therefore to request that you would proceed with all the expedition practicable to carry into effect the instructions which have been given to you on the subject, and to report your proceedings to this Department for its final action.

To obviate the possibility of misapprehension, I shall proceed to state, in some detail, my views of the proper course of proceeding. It is in fact a recapitulation of the views heretofore transmitted to you, with such additional suggestions as subsequent information and experience has dictated.

1st. It is not expected that a general revision of all the unapproved contracts should take place; but that your examination should be confined to such as, from probable causes, which shall be made to appear to you, you may suspect are fraudulent. What shall constitute a just ground of suspicion, so as to induce an inquiry, must be left to your own judgment.

2d. When you have reason to believe that a contract has been fraudulently obtained, you will give notice to the white person interested, if known to you, and within your reach, of the intended investigation, and you will allow him the opportunity of attending and furnishing such evidence as he may think proper. If he do not attend, you will proceed to an ex parte investigation without him.

3d. All the statements and evidence going to invalidate or support a contract will be reduced to writing, and where the persons understand the nature of an oath, their affidavits will be taken.
4th. An abstract of all these cases will be prepared by you, and transmitted here for examination, without delay, accompanied in each case with your opinion on the subject.

5th. As soon as this is received, the President will decide upon the subject, and will either confirm the original contract, or declare it void, and authorize a re-sale.

6th. Contracts will be certified, agreeably to the previous regulations, in all cases where no contracts have been before entered into for the sale of the lands; but no contract will be declared void, except by the final action of the President; nor will any re-certificate be granted but in that event; with the exception, however, of those cases in which the parties mutually appear and admit that the contract was a fraudulent one. Such admission will be reduced to writing and signed by the parties, after which a new contract will be certified. The admission, so signed, will be transmitted to this Department.

The general superintendence of this matter must be left to you. Mr. Tarrant yet remains in service, and will afford you all the aid in his power; he has been written to on that subject. The services of Dr. McHenry have been dispensed with, and he has been requested to deliver over to you all the papers and public documents, unless another person should be appointed to receive them, and to go on with his duties. Until this is done you will please to take charge of the papers. I enclose you a letter from Dr. McHenry, in which you will perceive the astonishing fact stated by him, that nineteen cases out of twenty certified by him are fraudulent. I cannot conceive the possibility of such an occurrence, if due caution had been exercised by the certifying officer. Such general assertion amounts to nothing for the purposes of this Department. A statement should be made exhibiting in detail the cases referred to, and the evidence leading to the belief of their being fraudulent, or the admission of the parties. No such information has been received here. It will be necessary that you should procure from Dr. McHenry all the information on this subject which can guide you in the execution of your duty. If the Department can ascertain the name of a proper person to be appointed in the place of Dr. McHenry, a selection for that purpose will be made; but until that is done, you are at liberty to appoint a person to execute the duties heretofore assigned to Dr. McHenry; and should you find it necessary, you can select one or two other persons of character and information, to aid you in the performance of the duties herein prescribed. They will be allowed the same pay that Dr. McHenry has received, viz.: five dollars per day for every day while employed, and their actual and necessary expenses while travelling. They will be employed under such instructions as you may give them in aiding you in this business; but you will have an immediate and constant supervision over their proceedings.

It is highly important that this matter should be speedily and properly investigated. I am aware that the trust reposed in you is difficult and responsible, but I look with confidence to its just performance.

Terminate your proceedings as soon as practicable, and let your detailed report contain all the information that may be necessary to place this affair before the President for his final action. If the Indians are kept much longer in their excited state, and in the belief that this system of
examination is to be continued much further, I am afraid they will reject all propositions for removing, and prepare the way for their actual ruin. They cannot remain with any safety, either to themselves or to our own citizens, in their present position. Starvation will lead to depredations on persons and property, and these latter will lead to resistance and hostilities. An imperious necessity requires that an immediate termination should be put to their affairs, and that they should be removed without delay to the country west of the Mississippi.

Very, &c.,

Colonel J. B. Hogan,
Tuskegee, Alabama.

WAR DEPARTMENT,
Office Indian Affairs, January 18, 1836.

Sir: As you have informed the Department that Benjamin Marshall denies having written a letter contradicting the statement of the Creek chiefs respecting the locations in General Sanford’s district, and as Mr. Shorter has admitted that such a letter was procured and forwarded by his advice, and requested the whole matter should be examined by you, I enclose the original, to which the name of Marshall is signed, dated October 17, 1835. You will take the evidence of Messrs. Luther Blake, J. D. Howell, Worsham, and General McDougall, and of such other persons as have any knowledge upon the subject, and report to this office.

Very, &c.,

Colonel J. B. Hogan,
Columbus, Georgia.

WAR DEPARTMENT,
Office Indian Affairs, January 18, 1836.

Sir: Your letter of the 9th instant to the Secretary of War has been referred to this office.

As Colonel Hogan has informed the Department that Benjamin Marshall wished it to be understood here that he never wrote a letter contradicting the statements of the Creek chiefs in regard to the locations in General Sanford’s district, and as you state that such a letter was procured and forwarded by your advice, it appears proper to comply with your request that it may be sent to Colonel Hogan, for an investigation of the facts. It will be transmitted to him to-day.

Very respectfully, &c.,

ELBERT HERRING.
WAR DEPARTMENT,
Office Indian Affairs, January 19, 1836.

SIR: I have the honor to enclose a copy of a letter addressed by this Department to Colonel A. Iverson on the 11th instant. I am instructed to inform you, that you have been selected to perform the duties therein indicated, in regard to purchases of lands in the Creek nation by Messrs. Stuart, Fontaine, and Hargraves.

As the course adopted in this instance is a relaxation of the general rules, it is proper that the investigation should be ample, and strictly conducted, and full and satisfactory evidence furnished upon each point. You are requested, therefore, to visit the lands purchased by these gentlemen, and make yourself acquainted with their actual value at the dates of the sales. The testimony in relation to this matter should be obtained from persons who then knew the lands, and who have no interest in the purchase of them, nor any undue bias for the purchasers. You will be equally careful in taking evidence in respect to the contracts entered into, and the payments made on account of them, and satisfy yourself that the payment on account of the five sections was properly made to authorized agents of the western Creeks, and those on account of the twenty-four sections to the respective Creek reservees. If you should determine that the full value of either or of all these sections had not been received by the Indians, you will please to cause such additional sums as you may assess to be disposed of in the manner hereinafter indicated.

Your report will be addressed to this Department, and in it you will please to state the number, township, range of each section, the name of the town and district, the names of the Indian reservees, the amount already paid on each section, and the sum you may be of opinion should be paid on either of the sections. When you are satisfied upon all the points to which your attention has been directed in this letter, and in that to Colonel Iverson, you will certify the contracts, and transmit them for the approval of the President.

The additional amount you may assess, you are requested to see deposited by the purchasers in the bank at Montgomery, to the credit of Captain Page, disbursing officer for the Creek emigration, who will be instructed to cause their respective proportions to be remitted to parties in interest, all of whom, it is understood here, have emigrated west of the Mississippi.

This Department has fixed your compensation at five dollars a day, and your actual travelling expenses, which, in accordance with the proposition of Colonel Iverson, acting for the purchasers, will be paid by them.

Very respectfully, &c.,
ELBERT HERRING.

JOHN SCHLEY, JR., ESQ.,
Columbus, Georgia.

WAR DEPARTMENT,
Office Indian Affairs, January 19, 1836.

SIR: I have received your letter of the 3d instant, in which you transmit a copy of a power of attorney given by Little Fixico, a Creek Indian, who has emigrated, to Mr. Thomas Goodin, authorizing him to sell the
reservation located for this Indian; and you request that Mr. Goodin may be permitted to make a contract for the sale of this section, the proceeds to be paid to Mr. Tarrant, to be by him remitted to Colonel Rector for the Indian himself.

Appended to this power of attorney is a certificate of Colonel Rector that Little Fixico had appeared before him, and upon examination he believes he is the Indian described.

The Department is unwilling to give the permission requested, upon this statement. It would be dispensing with every precaution heretofore observed to identify the Indian, and establish a precedent, by which many Indians, who have no right, and who have emigrated, might obtain and sell lands. The extent to which this practice might be carried cannot be foreseen.

You assign as a reason for such a proceeding in the present instance, that the value of the land ($200) is so low that the Indian cannot afford to return to the nation to execute a contract for himself. This reason is not strong enough to overrate the objections I have stated.

If, upon examination by Colonel Rector, in the presence of some of the chiefs of the town or district to which he belonged, the names of which should be communicated to him by Mr. Tarrant, it shall satisfactorily appear that the Indian who makes this claim is the Little Fixico named in the census and location rolls, Mr. Goodin might be permitted to sell the land under the power of attorney given to him; but the examination should be public, and the result certified by the sub-agent and the commanding officer at Fort Gibson.

Very respectfully, &c.,

ELBERT HERRING.

W. P. CHILTON, Esq.,
Mardisville, Alabama.

War Department,
Office Indian Affairs, January 20, 1836.

Sir: Your letter of the 2d instant has been referred to this office, and I am instructed to say that this Department cannot accede to the proposition you have made respecting certain contracts in the name of S. Corley & Co., and other gentlemen, which have been adjudged fraudulent.

The acts of the examining agents, in investigating these contracts, must be submitted to the President, and reviewed by him, and they must be confirmed or set aside by him before any final directions are given.

It is not perceived that this Department, therefore, can ask his approval of these contracts, or authorize the contingent payment to Mr. Tarrant; nor is it perceived that any advantage would result from so doing. If the contracts are decided to be fraudulent, the approval would be null; if, on the other hand, their validity is recognised, they will be confirmed without delay. It does not appear that a different course would give greater security to the rights of those in whose behalf you write, or hasten their final recognition and the approval of their contracts.

Very respectfully, &c.,

ELBERT HERRING.

ELI S. SHORTER, Esq.,
Columbus, Georgia.
Georgeville, Mississippi.
April 26, 1831.

Dear Sir: I address you for the purpose of stating some information respecting the late Choctaw treaty—particularly the supplement treaty. My object of inquiry is, that I have bought several claims of the natives that come under the supplement treaty, and have bought them as floating claims. You will please do me the favor to inform me, by the first opportunity, how many floating claims were allowed in the supplement, and to whom they were allowed. I have never seen a copy of the supplement treaty, and you will do me a particular favor by sending me a list of the names entitled to floating claims. Under the supplement treaty, you will please instruct me respecting conflicting claims: for instance, where one is entitled to a section, and another is entitled to a half section, or three quarter sections, and they both fall in the same section, which will be the case in many instances, please say which will have the ascendency, the one holding the whole section or the half; and suppose the half section to be the oldest, and in case of one or the other giving way, which you know must be the case, will the other be entitled to a float, or will we have to locate on the nearest adjoining lands to his improvement? In regard to those that come under the cultivating claim, I wish to inquire further. Suppose that an occupant should live and have a dwelling-house on one place, and not have more than one or two acres where the dwelling is, and should have say thirty or more acres in cultivation, say from eight to ten miles from his dwelling, and that his improvement, eight or ten miles off, is valuable, and where his house is it is not valuable, would he not be allowed to take the improvement upon the cultivated, the most land? And suppose a native living at a place when the treaty was made, and had not more than one acre in cultivation where he lived at, and should have lands to cultivate, from thirty to forty acres, and should have rented from another nation thirty or forty acres, and had it in cultivation at the time the treaty was made, and the nation he rented of lived say six miles from the settler who rented, would not the native who has but one acre in cultivation where he lives, and rents from the other, would he not be allowed four hundred and eighty acres, and locate it where he lives? Please to say to me whether they will have to prosecute their claims, and in what way the prayer will have to be made. I mean all the natives who are provided for may think here that there will be no proof required of the natives; that all they have to do is to register their names, and send on the numbers of the section they have located on, and a patent will issue. You will please find time to comply with my request, as I am engaged in several purchases, and wish to know how to proceed.

Dear sir, I am your humble servant, &c.,

John Alston.

N. B. My address is Vicksburg, Warren county, Mississippi.

Honorable John H. Eaton,
Washington city.
SIR: In the month of September last, General Tipton promised to release the lands granted to Legro, a Miami Indian, by the treaty of 1826, which he claims by will, (a copy of which I herewith enclose to you,) whenever he should be called on. Being constantly pressed by the Indians, and particularly by the relations of Legro, I wrote to the present agent to call on General Tipton to make the release. A letter, received from General Marshall, states that he has some proposition to make me, from General Tipton, on his seeing me, without stating what they are. If there are any claims against the estate of Legro, preventing the transfer, I would state that there is an administrator, appointed by the proper authority of Allen county, to whom the claim ought to be presented, and, if just, ought to be paid. My object in addressing you is to solicit your aid and advice in the matter; I trust you will write me immediately, and point out any course you may think most proper for me to pursue. I deemed it most correct first to apply to you, in hopes you would have the matter adjusted without applying to Congress. I hope to receive an early reply.

Very respectfully,
Your obedient servant,
JOHN B. RICHARDVILLE,
his x mark.

Remarks, by Colonel Abert, on the memorial enclosed by the honorable C. C. Clay.

The memorial complains of certain locations made by James Bright, Esq. It states that, previously to land sales of Jumper Springs, Mr. Bright located twenty-seven sections, which were regularly entered with the register of the land office. 2d. That, after the sales in the county of Benton were stopped, the agent, Mr. Bright, changed the locations of the twenty-seven sections. 3d. It also alludes to sections of land to widows and orphans; by which, I presume, reference is made to the orphan children's lands. There are other points in the memorial which I do not understand, but as they are not material, and the error of the memorial may be shown without reference to them, they are omitted. The complaint refers entirely to Mr. Bright, but, being associated with him, and having some knowledge of the business, it is proper for me, in the absence of Mr. Bright, to make the necessary explanations. The locations under the Creek treaty of March, 1832, among other rights, embraced the following: Art. VI. Twenty-nine sections, in addition to the foregoing, may be located, and patents for same shall then issue to those persons, being Creeks, to whom the same may be assigned by the Creek tribe. And in Art. II. (2) it is said that "twenty sections shall be selected, under the direction of the President, for the orphan children." I presume it is the locations under these two articles to which the memorial refers, in the complaint about the twenty-seven sections to widows and orphans. When Mr. Bright and myself divided these duties, and were about to separate in order to make the locations under these sec-
tions, leaving however those of the twenty-nine until we could ascertain from the Creek tribe its disposition of them, which secured, to our judgment, a necessary preliminary under the treaty. Accordingly, I located ten of the orphan children’s sections upon the best land (occupied by any Indian having a right) in Chambers county; each of these locations was an entire section, and upon land generally considered the best; and the chiefs were requested to have a council and inform us of their disposition of the twenty-nine sections, that these also might be located. But the order from the War Department, upon the subject of the sales, fixed so early a day that no report from the chiefs was made of the disposition of the twenty-nine sections, before we were obliged to hand in our returns of locations to the land office. The sale being of all unreserved land, and it being necessary to protect these twenty-nine sections from its effects, I covered, by marking as reserved, sections for about the share which I had to locate these, leaving the particular assignment of them until we could hear from the Indian council, and presumed Mr. Bright would do likewise. When Mr. Bright and myself met at Montgomery, during the last week of the Government sales, he had not made any assignment of lands, either of the orphan children’s sections, or of the twenty-nine. And as he did not leave Montgomery till the day before the last of the sales, and it was not possible for him in that time to reach Benton county, he could not have made the locations complained of, and, of consequence, the whole ground of complaint is in a misunderstanding. When Mr. Bright and myself separated at Montgomery, it was agreed upon between us that he should seek out, in the counties under his charge, ten sections for the orphan children, and the balance of the twenty-nine on the same footing; as none could have improvements, those having been absorbed in the locations of the chief sections and the head of family sections, they should draw lots for the choice. The land sale being much more limited than had been anticipated, Mr. Bright considered that he could now easily make his share of the locations of the twenty-nine sections, and separated from me at Montgomery, as before stated, for that purpose.

After departing, and about a week after the Government sales had terminated, I received from the council of the tribe the disposition of the shares claimed by the upper Creeks of the twenty-nine sections. This assignment was entirely in half sections, and to individuals named; but the lower Creeks had not yet (that I have heard) acted upon the question; nor has any disposition by lot, to my knowledge, yet been made to either upper or lower Creeks. Under this statement of the case, if the complaint refers to what I have supposed, it is the result of a misunderstanding of the affair. The sales were at Mardisville and Montgomery; but the complaint speaks of “sales at the Jumper Springs,” and of the “twenty-seven sections.” If these do not mean what I have supposed, the complaint does not refer to any question under the said Creek treaty, or to any knowledge which I possess of their affairs.

Allow me respectfully to recommend that the complaint should be sent to Mr. Bright.

Respectfully submitted.

ELBERT HERRING, Esq.,
Commissioner of Indian Affairs.
Creek Agency, October 6, 1832.

Sir: A number of Creek Indians are desirous of emigrating this fall, and the reservations to which they are entitled under the late treaty not being located, nor is it believed they will be short of six months, they have requested me to inquire of your Department whether the Government will pay them for their reservation, or authorize them to empower a person to act for them in their absence, provided they do emigrate before they get possession of their respective reserves; if so, the censustaker can take their names, and their places of residence can be pointed out to the locating agent. The chiefs have requested me to inform you that the surveyors have left a strip of land next to the Cherokee line, of about ten miles wide, that belongs to this nation.

I have the honor to be,

Your obedient servant,

JOHN CROWELL,
Agent for Indians.

Hon. Lewis Cass, Secretary of War, W. C.

Columbus, November 27, 1832.

Sir: Your kind attention to my letter of a prior date has induced me once more to apply to your Department for information respecting the Creek Indians. There are many of them very desirous of emigrating so soon as Government shall have made arrangements for removing them, and great numbers are anxious to sell their land. My object is to ascertain whether Government would sanction sales made by them to individuals, and at what price. I should wish to purchase by towns or villages. An answer to the above will confer a lasting favor on

Your most obedient servant,

G. W. DILLARD.

Hon. Lewis Cass, Secret'y of War, Washington.

Creek Agency, December 8, 1832.

Sir: In a short time there will be a great quantity of land (it is probable) for sale by the Indians, and many persons, having anticipated making speculations from the individual Indians before they have their sections marked out to them by the treating agent, have formed themselves into companies or obligations, thereby wishing to secure all the land for the company, and giving an individual farmer no opportunity of purchasing when it comes into market, owing to his not having capital to vest in this kind of speculation. I would take it as a particular favor if you would inform me if such titles will be considered good by the Government. I cannot believe it is the intention of the Government that a few speculating individuals should purchase all the lands in this way, and not give the common individual an equal opportunity. I have often been solicited to join the company, but would not do so, giving, as my reason, that I was determined not to mention land to an Indian while the Government had
it in contemplation to make an arrangement with the tribe for their whole country; knowing that, if such an arrangement could be effected, it would be the best possible thing for them as a nation.

I beg you will pardon me for troubling you on a subject of this nature.

I am, very respectfully,

Your obedient servant,

S. G. BENTON.

Hon. LEWIS CASS, Sec'y of War, W. C.

WEST POINT, December 15, 1832.

Sir: Some time since I had executed a deed, from John O'Rily, for several reservations of land, lying in the State of Alabama, given by the treaty at Fort Jackson to the Government of the United States. It was witnessed by Colonel Crowell, that there would be no difficulty in getting the amount agreed upon by us when at the city, on having such a conveyance on the back of the duplicates. The price agreed on was one dollar and twenty-five cents per acre, making eight hundred dollars.

The Indians are daily calling on me for the amount; should it be consistent with your office to have a draft for that amount forwarded to the Creek agency to Colonel Crowell, in favor of John O'Rily, it would be thankfully received.

Your most obedient, humble servant,

JOHN H. BRODURAST.

WASHINGTON CITY, December 26, 1832.

Sir: Enclosed you will receive a letter from Major John H. Broduras, addressed to you, as also one to myself, requesting some information in relation to the subject mentioned in his letter to me. Will you have the kindness to look into this matter, and favor me with an answer as to the result? Please accompany your answer by the bearer of Major Broduras's letter.

I have the honor to be, respectfully, &c.

SAMUEL W. MARDIS.

E. HERRING, Esq.

RANDOLPH COUNTY, (Georgia.)

Sir: I understand that repeated efforts have been made by your Department to treat with the Indians for their reserves, with a view to their removal—that is, the Creeks living within the State of Alabama—without success. In my opinion, the cause of their objection is to be found in the influence exercised over them by white persons living among them: these persons believing that they can purchase from the Indians on very advantageous terms. It is a question with us here whether those Indians have a right, by the treaty, to lay their reserves on fractional parts of the territory: should the Government determine that they have not, it would
be very important that the Indians should know this fact, officially; for I think they would immediately sell to Government and emigrate, and without any opposition from the white persons residing among them—for this plain reason, that the fractions contain nearly all the good land in the nation, and if they are exempted, the Government would allow them more for their reserves located elsewhere, than individuals; and individuals would no longer exercise any influence over them, to prevent their treating for them. The removal of the Indians being so desirable by their neighbors, as well as by Government, I thought proper to submit this idea to the Government for their consideration.

I am, very respectfully,

Your most obedient servant,

K. MACKENZIE.

To the honorable the Secretary of War.

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CHOCTAW AGENCY, WEST, January 2, 1833.

Sir: Under the late treaty, I was entitled to one hundred and sixty acres of land, by cultivation, as will appear by the books returned. I emigrated, with my family, with the first party that came by the Government, and left home in a great hurry, and without knowing the value of my land, or very little concerning it. There was standing in the field, between two and three hundred bushels of corn, for which I received fifty dollars, at a time when corn was selling at fifty cents per bushel. I received for the land a wagon (much used) and two yoke of oxen, and a horse—which was all I ever received for my land. To you, our great father, and the friend of the Choctaws, I look for protection, when the conduct of Grant and Clemmons is examined into, not only in my case, but many other poor Choctaws whom they have deluded. My brother, Levi Pickins, who had the same quantity of land, and is since dead, sold his land for about one hundred dollars; he left a wife and children, who are now here. I know our grievances will be redressed.

Your friend and brother,

JOSEPH PICKINS.

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COLUMBUS, February 15, 1833.

Dear Sir: We have taken the liberty of enclosing to your care a package of letters addressed to the Secretary of War.

We will briefly state the circumstances which have induced us to call upon your friendly aid. Shortly after the late treaty the Creeks here granted to the Creeks beyond the Mississippi, five of those twenty sections of land granted to the nation in the treaty. The western Creeks give McIntosh and Tiger full power of attorney to sell, and to compound, and agree for the land, and do all things that they (western Creeks) could or would do if present. McIntosh and Tiger agree to sell those lands to a speculator, who, becoming dissatisfied with his bargain or agreement, for he only agreed to buy, and that not in writing,
Mr. McIntosh, under these circumstances, consults an attorney, (Milton,) who writes to the Secretary of War, and receives for answer that the lands were placed entirely at the exclusive disposal of the western Creeks, (in general council.) After receiving this letter, Milton comes to us, (Stuart and Fontaine,) and borrows money to purchase those lands. They purchased them, and from them we hold our claim. So much for the five sections.

As regards the purchase from individual Indians, they were likewise bought from encouragement held out by the Department. The Government appointed McIntosh an agent for removal of Indians of his party west of the Mississippi. He collects a party for removal, but when starting many of the Indians were stopped by their creditors, who would not allow them to proceed unless their dues were paid. Under these circumstances McIntosh comes again to his attorney, Milton, who writes to the Department, and receives for answer that, if the sales of these reserves by agents would expedite the removal of Indians, no good reason could be perceived against such an arrangement. If the money was paid into their hands, that requisition was complied with and duly attested. Moreover, in reply to the question whether the Government would purchase their reserves, the answer is, that that could not be done, except by act of Congress, and that that was unnecessary, as the anxiety on the part of individuals to purchase held out the prospect of fair prices. These are the circumstances under which we purchased those lands.

We understand that McIntosh lost the money paid him before reaching Arkansas by gambling, and then told the nation it was impossible to sell. Upon this the Indians sent a new power to Judge Tarrant.

On account of this power we have been unable to have our claims certified to. Colonel Abert says the Department has committed itself.

We would have troubled Colonel Jones with this business, but we feared that, coming from this place, he might be considered interested. He is well acquainted with Indian affairs, and somewhat with this claim, therefore we have requested him to assist you.

Your early attention to this business will lay us under great obligations. Colonel Abert left here three days ago for Washington.

Very respectfully, your obedient servants,

CHARLES D. STUART,
JOHN FONTAINE,
GEORGE HARGRAVES, Jr.

Hon. THOMAS F. FOSTER.

P. S. We have paid to Colonel Harper three hundred and twenty-five dollars, which you can hand to Colonel Jones.

GEORGIA,

Muscogee county.

Know all men by these presents, that we, Chilly McIntosh and Robert Tiger, acting as the agents of the western Creek Indians, agreeably to the power of attorney hereunto annexed, have this day bargained and sold and conveyed to Benjamin Hawkins and John Milton, for and in consideration of the sum of two thousand dollars—the receipt is hereby acknowledged—the five sections of land thereunto referred, and have ex-
executed a deed to them therefor; and that whereas they doubt our authority in right of the nation to sell and convey the same until they shall be located. Now know ye that we, as agents as aforesaid, Chilly McIntosh and Robert Tiger, obligate said western Creek Indians, ourselves as their agents, to said Benjamin Hawkins and John Milton, in the sum of twenty thousand dollars, to execute other and legal titles to them for said sections after their locations, if the deed already on this day made shall not be adjudged valid, or if, after the location, they desire another deed, and will surrender that already given, or to their assigns.

In witness whereof we have hereunto set our hands and affixed our seals, this first day of June, in the year of our Lord one thousand eight hundred and thirty-three.

CHILLY McINTOSH, [Seal.]
Agent western Creek Indians.

ROBERT TIGER, his x mark, [Seal.]
Agent western Creek Indians.

Signed, sealed, and delivered in the presence of—

GERARD BURCH,
GRIGSBY E. THOMAS, J. S. C. C. C.

GEORGIA,
Muscogee county.

I, Gerard Burch, deputy clerk of the superior court of said county, do certify that the above is a true copy of a bond made by Chilly McIntosh and Robert Tiger, agents of the western Creek nation, to Benjamin Hawkins and John Milton, taken from the record of the clerk's office of the superior court of said county.

Given from under my hand and private seal, having no seal of office, this 15th July, 1833.

GERARD BURCH, Dep. Clk. [Seal.]

No. 1 is the instrument or deed from the eastern Creeks to the western Creeks, where the five sections are given to the western creeks, and placed entirely at the disposal of, (see letter No. 2,) or, as expressed by a letter received here from the War Department, placed exclusively at the disposal of the general council of the latter, (meaning western Creeks.)

No. 2 is Mr. Herring's letter acknowledging the unconditional right of the western Creeks to the five sections, and also their right to sell or contract by persons duly authorized, (meaning persons authorized by the general national council of the western Creeks.)

No. 3 is a power from the western Creek to McIntosh and Tiger to sell or dispose of the five sections granted by the eastern Creeks, and to compound, agree, and do all other acts as fully as we could or would do were we present. This power, as will be perceived, was made by the general and national council of the western Creeks, and attested by John Campbell, agent, and others. Now, the Department of War places the five sections at the exclusive disposal of the above council or the authorized agents, from whom we have fairly bought for money paid in hand.
No. 4 is the deed from the regularly authorized agents to Benjamin Hawkins and John Milton, who bought the claim and paid the cash for it in the presence of Grigsby E. Thomas, judge of this (Chattahoochee) circuit, and Gerard Burch, clerk of the superior court here.

No. 5 is the power to Milton and Hawkins from McIntosh and Tiger to perfect the title granted in No. 4.

No. 7, letter A, is a deed from one of the emigrating Indians to Milton and Hawkins, for his reserve or right to a reserve under the treaty.

No. 8, letter B, is a power given for the purposes therein specified. We have a deed and power of attorney similar to the above (Little Fixico's) from twenty-four Indians that have emigrated, all paid and duly certified to, so as to leave no doubt.

No. 6 is Mr. Herring's letter to Mr. Elliott, in relation to the emigrating Creeks selling their claims. It says no good reason can be perceived why the sales should not be good when made by an agent, and the money paid into their hands. Now, these requisitions have been complied with, the money has been paid into their hands, and we can see no good reason why the matter should not be closed by sending titles.

But the Indians, since their arrival in Arkansas, have sent on another power of attorney to Judge Tarrant, who is just and aware of the justice of our claims, and I have no doubt will refuse to act upon said power unless expressly directed so to do by the Department.

To the honorable Lewis Cass:

Sir: We have given you a concise view of the nature of our claim, and will only add that we have, at the price of about two dollars per acre, purchased out Milton, who had purchased out Hawkins, and that we have purchased entirely from the encouragement given in the letters above referred to. Being aware of the entire justice of all the proceedings connected with the sale, and all along having sought the consent or encouragement of the Department, we thought that there could be no doubt as regards the eventual titles to the land being perfected by the Department, especially as the head of the department of Indian Affairs has been always reported to us as of the highest judicial eminence.

In returning an answer, if you should deem this worthy of an answer, be so good as to send back the two printed papers, as they are originals.

To Colonel Abert we would beg leave to refer you, and we feel fortunate in being able to make such a reference, to one who has the confidence of the Department and our own, in the fullest sense of the term.

We wait a relief to our suspense, and beg that this small matter (of some magnitude to us however) may be soon terminated.

With great respect,

Your obedient servants,

John Fontaine,
Geo. Hargraves, Jr.

P. S. The letter dated March 1, 1833, has just fallen into our hands, and would of itself be conclusive. To it we respectfully invite your attention.
Know all men by these presents, that we, the undersigned, chiefs and head men of the western Creek nation, in full council assembled, do make, constitute, and appoint Chilly McIntosh and Robert Tiger, our true and lawful attorneys, for us and in our names, to locate and sell five sections of land given to us by the eastern Creeks, and to compound and agree for the same, and to do all other acts concerning the premises, as fully in every respect as we could or would do, were we present. In witness whereof, we have hereunto set our hands and seals, this seventeenth day of April, one thousand eight hundred and thirty-three.

Witnesses:

John Campbell, Agent of Creeks.

K. Lewis,

John Hambly, acting Interpreter.

Eli Jacobs, Clerk.

Georgia, Muscogee county:

I, Gerard Burch, deputy clerk of superior court of said county, do hereby certify that the above and within are true copies of power of attorney, made by the chiefs and head men of the western Creek nation, to Chilly McIntosh and Robert Tiger. And Chilly McIntosh and Robert Tiger, agents of the western Creek nation, their deed for five sections of land to Benjamin Hawkins and John Milton, taken from the records of the clerk’s office of the superior court of said county of Muscogee. Given from under my hand, and private seal, having no seal of office, this 15th day July, 1833.

Gerard Burch, Deputy Clerk.

Georgia, Muscogee county:

This indenture, made this first day of June, in the year of our Lord one thousand eight hundred and thirty-three, between Chilly McIntosh and Robert Tiger, acting as agents, agreeably to the power of attorney hereunto annexed, of the western Creek Indians of the one part, and Benjamin Hawkins and John Milton, of said State, on the other part, witnesseth that the said Chilly McIntosh and Robert Tiger, agents of the western Creek Indians, according to, and for the purposes of the power of attorney, hereunto annexed, for and in consideration of the sum of two thousand dollars to them in hand paid, at and before the sealing and delivery of these presents, do grant, bargain, sell, alien, convey, and
confirm unto the said Benjamin Hawkins and John Milton, their heirs and assigns, all the five sections of land given to the said western Creek Indians, referred to in the power of attorney hereunto annexed, and those they represented, by the eastern Creek Indians, for and in consideration of peace with them, agreeably to a treaty recently made between said last-mentioned Indians, by their delegates and chiefs, and Lewis Cass, commissioner on the part of the United States, were to receive twenty-nine sections of land, according to the sixth article of said treaty, of which the five sections above mentioned, and hereby conveyed, are a part, with the right of appurtenances thereunto belonging, and with all the rights relative thereto; that they, the said western Creeks, are rightfully entitled to form said contract with said eastern Creek Indians; to have and to hold the said sections of land and rights incident thereto, unto the said Benjamin Hawkins and John Milton, their heirs and assigns forever, and to their own proper use, in fee simple. And the said Chilly McIntosh and Robert Tiger, acting as agents aforesaid, of the said eastern Creek Indians, according to the power of attorney hereunto annexed, the said bargained premises unto the said Benjamin Hawkins and John Milton will warrant, forever defend the right and title thereof, against themselves and against the claim of all other persons whatever.

In testimony whereof, the said Chilly McIntosh and Robert Tiger, agents aforesaid, have hereunto set their hands, and affixed their seals, the day and year above written.

CHILLY McINTOSH, [Seal.]  
Agent of western Creek Indians.

ROBERT TIGER, his x mark, [Seal.]  
Agent of western Creek Indians.

Witness: GERARD BURCH,  
GRIGSBY E. THOMAS, J. S. C. C. C.

We, Susannah McIntosh and Jane Hawkins, of the Creek nation, do hereby acknowledge to have given Benjamin Hawkins a full power of attorney to claim from the General Government the amount coming to us, for emigrating our families, consisting of eighty-five persons, Susannah McIntosh thirty-six, and Jane Hawkins forty-nine, from the old Creek nation to the country west of the Mississippi; and to receive and receipt for the same, or otherwise dispose of it, as he might think best, and most to our advantage. We do, also, hereby ratify and confirm all and every act and transaction that the said Hawkins may have exercised under this power of attorney, touching the said claims; and it is our express wish that the amount of these claims may be paid over to the person to whom Mr. Hawkins has transferred them, as he has settled with us according to our agreement with him, in relation to this business.

Given under our hands and seals, at the western Creek agency, this 12th day of September, 1833. Signed duplicates hereof.

SUSANNAH McINTOSH, her x mark, [Seal.]  
JANE HAWKINS, her x mark, [Seal.]

Done in the presence of JOHN CAMPBELL.
DEPARTMENT OF INDIAN AFFAIRS,
March 1, 1833.

SIR: I have the honor to acknowledge the receipt of your letter of the 30th ultimo, with its enclosure, to the Secretary of War, conveying the grateful intelligence of a reconciliation having taken place between the eastern and western Creeks.

The several interrogations in your letter will be answered as follows, in the order that they are therein proposed: Five sections of land, referred to in the agreement, have been granted to the nation west; and, after their selection and location, the nation can, by their general council, dispose of them, or authorize an agent or agents to dispose of them for the benefit of the nation. It is possible that, by the power of attorney to McIntosh and Hawkins, referred to in the agreement, they may be empowered to sell whatever land should be granted by eastern Creeks to their western brethren; if not so empowered, the general council can authorize them by a full power of attorney for that purpose. By the grant of the five sections, the western Creeks stand as to them in the same position as the eastern Creeks to the remaining twenty-four sections, and the selections are to be made in the same manner. Your two first questions are disposed of; and the third and last is, whether the Government will contract with the Creeks for their reservations, so as to enable them to remove? The Government cannot do it without an act of Congress to authorize the purchase; and no good reason can be perceived for that, inasmuch as individuals stand ready to purchase, and, by their eagerness, intimidate all needful competition to ensure to the owners the fair value of their land, which is the object desired by the Government.

I am, sir, your humble servant, ELBERT HERRING.

JOHN MILTON, Esq.

WAR DEPARTMENT, March 14, 1834.

SIR: The report of the Commissioner of Indian Affairs, which I have the honor to enclose herewith, contains the views of this Department in relation to the cases of Stuart, Fontaine, and Hargraves: Their papers are herewith returned.

Very respectfully,
Your most obedient servant,
LEWIS CASS.

Hon. Thos. F. Foster,
House of Representatives.

HUNTSVILLE, March 7, 1833.

You informed me that several heads of families, being native Creek Indians, a few years ago, left their own country, and took up a residence in the Cherokee nation, some fifty miles from the boundary of the Creek nation; that they continued to sojourn among the Cherokees until they
were informed of the late treaty made between the United States and the Creek nation, by which each head of a Creek family became entitled to the reservation of land in the Creek nation, according to the stipulations of the treaty, when those heads of families who had gone to reside among the Cherokees returned to their own nation, attempted to make a settlement, but were forcibly expelled by the white emigrants, who, since the treaty, have settled there; and that the said heads of families were thus prevented from remaining in their nation, and from enrolling themselves under the treaty as reservees. And on this state of facts you desire my opinion as to their right to reservations under the treaty.

I have examined the question with the best means I have, and with much care, and my opinion is, that the heads of families mentioned did not forfeit their rights as members of the Creek nation, by their residence in the Cherokee nation, they never having been exiled or banished from their own country, and being now anxious to return, and possessing, according to the laws of their own nation, the right to return, whilst I will agree that they are no nation completely sovereign, the rules of right so well known between an independent nation and its members, their reciprocal obligations, &c., nevertheless apply, in the solution of this question. For, although the United States have such control over the Creeks and their country as in some instances to change or qualify the nature of the allegiance or obedience due from each Creek to his country, or its authorities, and to qualify, perhaps in a few cases the power anciently exercised by the authorities of the nation over its members, yet all questions of private property between private Indians, and between them and their nation, belong to the decision of the nation as much as at any time heretofore: hence the members of the tribe owe an obedience and support, in the nature of allegiance, to their nation, and the latter is bound for the protection of its members in their persons and rights generally; for the Government of the United States has never taken any of their rights of civil government as it respects the nation and its members, nor limited nor restrained the power of one or the duty of the other in local matters, or questions concerning themselves alone.

The entire nation or its authorities then are sovereign, as it respects its members in all those matters in which the United States have not limited that sovereignty. The members of the tribe, on the contrary, are dependent on the tribe, and by its laws or usages are protected in their rights of private property. The members therefore owe an obedience, because they receive protection. If the term allegiance is not strictly correct in this use, the reciprocal obligation of obedience and protection being admitted, the relative rights of the parties, the tribe and its members, are equal to and correspond with the rights between a nation admitted to be sovereign and its members, in those things in which the Creek nation is sovereign over its members. When I use the word allegiance, therefore, my meaning will be understood.

Vattel, in his Law of Nations, distinguishes between the citizens and inhabitants of a country.

"The citizens," says he, "are members of the civil society: bound to this society by certain duties, and subject to its authority, they equally participate in its advantages." Page 166, sec. 212.

"The inhabitants, as distinguished from citizens, are strangers, who
are permitted to settle and stay in the country. Bound by their residence to the society, they are subject to the laws of the State while they reside there, and they are obliged to defend it, because it grants them protection, though they do not participate in all the rights of citizens.” Vattel, p. 167, sec. 213.

A citizen may leave his country and take up residence in a foreign one; if he can do so without detriment to the country of his allegiance, provided he be always ready to return when his country needs him. Vattel, p. 171.

At all times (although it is not usual to obtain passports) a country may restrain a citizen from leaving it, and may severely punish her citizens for desertion in time of peril. Ib. 171.

The right to call home a citizen who is abroad, and to restrain those at home from going, being clear, the time when they may go in strictness is at the discretion of the country, and not of the citizen. The right of the country then, to control the citizens in these things, being established, it follows as a necessary conclusion, that the citizen is the property (I may so speak) of the country, whether he be at home or abroad; and that he does not take away her interest in him by his residence abroad. She may command his return at any time, and from any place, however distant, and it is his duty to obey: for her authority over him, and his allegiance continue, no matter how long his absence or how distant his residence. 1 Blackstone’s Commentaries, p. 369.

If an absent citizen be “recalled by his native government, he must return, or incur the pain and penalties of a contempt.” 2 Kent’s Com. p. 43.

This was said by Chancellor Kent, after reviewing the several decisions of the courts of the States and of the United States on the subject.

The duty, and of course the rights, of a citizen continue, no matter where he may be, except in the cases of exile and banishment. You or I may go to Europe, and after the example of our most literary countrymen, reside there for 16 or 17 years, and still claim and possess (with all its rights) the eminent distinction of American citizen.

The intention to reside abroad permanently does not change the reciprocal rights and duties of a citizen, more especially if he does not violate his duty in departing, or refuse to return when commanded. For, being her citizen before and at the time of his departure, and afterwards, and as by the public law he may depart, intending to reside abroad, without so much as getting a passport, unless his country needs him at home, (Vattel, 170.) still he is liable to be called and compelled to return, and being in duty bound to return and serve his country when required, his own right to return when he may think fit, even though he once intended never to return, unless required, is clear.

If he had not that right, and at the same time his native country had, all the while, the right at her discretion to command his return, then the rights would not be reciprocal. He would owe obedience but could not claim protection of his country, nor any interest therein, which leads me to remark that he did not forfeit, in my opinion, any right or interest in his country by his foreign residence, whether intended to be permanent, unless required to return, or not; or whether he first obtained leave to go or not, provided he did his country no injury by going; because the laws
of nations permit him to do so, whenever he can without detriment to his own country; and for doing an act that is permitted, and which does not discharge his allegiance, it is not reasonable that a forfeiture of any of his rights can be claimed. His country may claim him and he may reclaim his country at any time; or rather, I would say, the fact of a foreign residence of itself neither destroys the interest which a country has in her citizen, nor the interest which a citizen has in his country. If it could be said that the citizen by going away does a prejudice to his rights and interests in his country, although he violated no injunction in going, and was not ordered to return, I reply that the law, in such a case, can know no prejudice which does not amount to a cause of forfeiture, the question being, has the party by a foreign residence forfeited his interest in his own country?

Again: as a citizen, though absent, is a citizen still, and his identity not changed by his absence, nor the reciprocal rights between him and his country changed in the least; it follows that, during his whole absence, since thereby he forfeits nothing, as well as after his return, and he may return at any time, he retains all the rights of a citizen of his own country, and, in the language of Vattel, sec. 212, participating equally in its advantages. He, though absent, is bound to defend her prince, her treasures, her soil, her glory, and all she has, and though absent, he continues interested in her prince, her treasures, her soil, her glory, and all she has, and may participate in this interest equally with her citizens at home.

"All the members of a community have an equal right to the use of their common property, and none can be excluded." Vattel, sec. 247, p. 184.

Why this equality? Because a just government will dispense its benefits equally among its members, or citizens, as it looks to them equally; wherever they be, for support and defence in the hour of her troubles; and because the rights of the citizens are equal, at least until some act be done, for which they have forfeited their rights, as the commission of treason, which I will mention as I pass, may be committed by an Englishman against his king, as well in France as in England, because, though absent when he commits the crime, his allegiance continues and binds him to his duties towards his own king.

By my reference to Blackstone before given, and also by my reference to Kent, it will be seen that no absence, whether long or short, whether intended to be temporary or perpetual, can absolve a subject or citizen from his allegiance, or discharge him from his obligations to his country. It is true that, by going to reside in a foreign country he becomes entitled therein to protection, if he has leave to stay, and limited rights during his sojourn; and in consideration of these, he owes to the prince of such country a temporary or local allegiance. But, still his allegiance to his own country continues unimpaired, and if he commit treason in the foreign country against his own, he may be convicted.

By leaving his country at a time when it does her no harm, even though it be without leave first had and obtained, he does not violate the law of nations, but only exercises a privilege indulged by the law, and it cannot be presumed therefore, that such an act would incur the displeasure of his country. Such act of departure then is not only free from the consequence of a forfeiture of any right as a citizen, but it is consistent both
with his allegiance and patriotism; and his prince, as has been said, any claim, notwithstanding the absence, every duty of the citizen or subject which his allegiance binds him to render. Protection and obedience are reciprocal rights; one cannot exist without the other, at any rate in those cases in which the citizen has not by some cause defined by law forfeited his claims on his country; and I may add that it seems clear to me that, so long as the reciprocal rights between sovereign and citizen remain in full force and unimpaired, that long is the citizen to be regarded as possessing every right and claim on his sovereign to which he became entitled by his birth, equally with all others of his fellow-citizens. Vattel says (p. 20 and 22) "that a nation is bound to preserve itself and all its members; that no member can justly be deprived of the advantages that flow from the association, while on his side he fulfils the conditions; that the body of a nation cannot abandon a province, a town, or even a particular person who has done his part, unless in the case of necessity." Then the nation cannot abandon an individual citizen who has done his part, or I would say been ready to do his part. As by the laws a citizen is permitted, when he can do so without detriment, to seek business or even a home in a foreign country, the act of doing so cannot be taken, surely, as proof that he has not done his part, or been ready to do it in his own country. The act of emigrating being not opposed to the public law, or to allegiance, the power of the prince and the duty of the subject continuing, nevertheless, it would seem unnecessary to add, by way of conclusion, that no interest in his country or right is taken away by the emigration.

Having shown in these respects what the rights of a citizen are in his own country, and particularly that a sojourn in a foreign country does not deprive him of the right of returning, or any right or claim on his Government, the application to the case stated is easy. The Creek Indians, being heads of families, although they have been inhabitants for some years of the Cherokee country, have forfeited none of their rights or duties thereby. At the time of the treaty, as well as before and since, they were native Creek Indians, and were and are at liberty to return and enjoy every right to which their humble birth entitled them, and may, I think, legally claim under the treaty an equal interest with every other common Creek; inasmuch as it is a national interest, a compensation for the sale of their common heritage, to which all had an equal right, a right not forfeited by any, and were in full force. This is strictly conformable to the laws of nature, as understood by the most authoritative writers. If the father of a family be under a natural obligation to provide for the wants of his offspring, and to leave to them equally his treasures when he dies, so a country, which is but a political person, would seem to be bound, as well by duty as by inclination, to bestow her riches upon her members who have lived and obeyed, or been ready to obey her, and upon them equally, wherever they may chance to be.

Considering the grant which the treaty contains of a reservation to each of the Creeks, as a boon from our Government, the right of the absent Creeks appears to be the same. They are, notwithstanding their absence, Creek Indians, since by their absence, the ties between their nation and them were not dissovereved, nor any order of the United States
infringed. This being so, one of the absent Creeks might say to the President, Father, why do you exclude me from the benefits of your bounty; I am a Creek Indian; and the head of a family, and wherein have I offended?

One more view and I have done.

Those Creeks, as to the Cherokees with whom they resided, were but inhabitants, not citizens; were aliens, not natural-born Cherokees.

An alien cannot hold lands. 2 Blackstone’s Commentaries, 248.

An alien cannot hold land; if he purchase it, his title may be divested.

2 Kent’s Com. p. 47, 53.

An alien cannot hold land by the law, though they may in some countries by special favor. Vattel, sec. 114, p. 174.

Then, if the United States were to make a treaty with the Cherokees, similar to the Creek treaty, the Creek Indians sojourning among the Cherokees could not claim reservations under a clause giving “a reservation to the head of each Cherokee family,” either by the law of nature or nations, because they are in fact no Cherokees, and because they have no interest in the soil.

The country to be ceded as the consideration of the reservations, is one in which the Creeks, residing there by permission, have no interest, and as to them, therefore, it would be a grant on the part of our Government without consideration; so then, if the line is cut between them and their own nation, whereby they have lost their membership and its advantages at home, they are to be pitied; as they have not the consolation of having gained an equivalent in the Cherokee nation, nor the consciousness of any delinquency to merit such a loss.

Yours truly,

SILAS PARSONS.

COLUMBUS, GEORGIA,—12, 1833.

Sir: The necessity of having a form of a contract to be generally followed in these land speculations, and the time which will elapse before the certifying agents can meet for that or any other purpose, have induced me to adopt one without further delay.

I have put it in the hands of a printer, for the use of all persons, and have requested a friend, during my absence, as I am on my way to Columbus county, to send you a copy as soon as any are struck off. I hope it may meet with your approbation.

Very respectfully, sir,

Your obedient servant,

J. J. ABERT,

Hon. Lewis Cass,
Secretary of War.

MADISON CITY, ALABAMA,
March 29, 1833.

DEAR SIR: Enclosed you have the opinion of Mr. Silas Parsons, of Huntsville. My apology for the liberty is, that I am interested in the
decision of the claims to the right of reservations in the case alluded to. Some time after the treaty was made with the Creek Indians, I became desirous to settle in the country, and being informed that there was a small village of full-blooded Creek Indians within the Cherokee nation, who intended to remove over the line, and claim their reservations, and then sell out and remove to the west of the Mississippi, I obtained the opinion of several gentlemen of legal ability, who all concurred in the opinion of their right to reservations, and believing also that the great object of the Government was their removal, I went to the village and made contracts with three of the heads of families, who proceeded with me and made their improvements, (say small cabins,) not interfering with the settlements of any other person, either whites or Indians; the balance of the village, to the number of twelve heads of families, waited at the village for the return of the first three for their families, when they all proceeded to the country ceded. After travelling a few miles, they were stopped by a party of white men, who tied up and most inhumanly whipped some of them, and drove the whole party back; those white savages then entered into a written contract with each other, to whip or kill any white man who should offer aid to the Indians, in obtaining reservations in the country. I should have made this address to you at an earlier date, but knowing that some Cherokee Indians resided within the Creek country, I waited to see whether or not they would be enrolled for reservations. On ascertaining that their application was refused, I felt the more confirmed in my first opinion, that the claim of those poor unfortunate and unoffending people, who have only the Government of the United States to look to for protection in their rights, would be recognised. I then made a plain and candid statement of the facts to Mr. Parsons, who wrote his opinion for me, which I send to you, not for one moment believing that it contains any thing new or unknown to yourself, but to show that in making the attempt to settle the Indians, and obtain their reservations at fair prices, I did not intend any thing but what was perfectly justifiable. I beg that you will give me your opinion on their claims, at your convenience. The claim of Joseph Bruner has been purchased, and a selection made at Talladega. Will that purchase be ratified?

I have the honor to be,
Most respectfully,
Your obedient servant,
WM. H. MOORE.

Hon. LEWIS CASS,
Secretary of War.

COLUMBUS, GEORGIA, April 20, 1833.
I have no doubt you are much troubled by hundreds of inquiries in regard to Creek lands, and it is with extreme reluctance that I add to your perplexity. There is, however, a matter now pending of considerable consequence to a part of the Indians on the one part, and myself and a few of my friends on the other part. General Chilly McIntosh has been for some time engaged in enrolling Indians for emigration to the
west, and now has a considerable number ready. Those Indians are now in a state of suffering, and McIntosh has not funds to carry them to their destined homes. He represents to us that the Creek nation has given to the western Creeks five of the twenty-nine sections of land mentioned in the treaty of 1832; that he is the representative of the western Indians, and proposes to sell us those five sections, if we will furnish him with the necessary funds; to which proposition we have assented, upon condition that the trade will be recognised, ratified, by the Government: The object of this is respectfully to ask you whether such a course would meet the approbation of your Department; whether the gift of the five sections to the western Indians is recognised by the Department; if not, what act is to be done by the nation, and how authenticated; whether McIntosh is recognised as the representative of the western Indians; if not, can any act be done by him or the nation here complete his authority; if so, what is that act, and how to be authenticated. If the sale to us will be good, how must it be made; in what form; how authenticated; how are the locations to be made, and when may titles be obtained.

An early answer is, you will perceive, highly necessary.

Respectfully, your obedient servant,

ELI S. SHORTER.

To the honorable Secretary of War.

TALLADEGA COUNTY, (Alabama,) Jumper's Springs, June 7, 1833.

Sir: Your letter of 22d April was not received until this week, owing to a mistake in directing it to Montevallo. I will make known, without further delay, the Secretary's determination to stop speculation in certificates of every description, issued to the Indians. I have transmitted a copy of your letter to the editor of the Planters' Gazette, in Montgomery, for publication, and will, by letter and advertisement, communicate this intelligence to those places in the Creek country where the white people have not the advantage of newspaper information: it shall also be made known to the Indians through their chiefs.

Respectfully, sir, your obedient servant,

LEONARD TARRANT.

ELBERT HERRING, Esq.

COLUMBUS, (Geo.) July 11, 1833.

Sir: I have just reached home, after being absent near four weeks; and, upon my arrival, was informed by several of my friends that, at the last meeting of the Creek Indians with the agents of the Government, some charges were made against me which demand an investigation. I have not been able to learn who were my accusers, or of what specific acts I was accused; though charges are, however, stated to have been previously sent to your Department, and to have created some impression there. It is a fact well known, and never concealed, but made as
public as possible, that soon after the ratification of the last Creek treaty, I employed Dr. L. Scott to purchase for him and myself, jointly, Indian reservations. I have had, personally, nothing to do in the purchases, for I know but little about the Indians, or their mode of doing business. Under the above arrangement, Scott purchased one hundred and seventy-one reservations, and we have paid part in advance—an average of something over ten dollars each—the balance when titles shall be perfected; and in every instance, by the terms of the contract, the Indian is put under an obligation to emigrate so soon after the perfecting of the titles as the Government is prepared. The contract, in every instance, as I am informed and believe, was fairly made; the consideration reasonable, and the Indian then and yet fully satisfied. These facts, I fear not to say, will be fully supported whenever our purchases come to be examined into by any honest and unprejudiced agent of the Government. In this, I never supposed, for a moment, that we were acting contrary to the wishes or policy of the administration. I saw, by the terms of the treaty, each Indian head of a family was entitled to a reservation; that the integrity of the Government was pledged to make the locations; that the person was entitled to sell by the approbation of the President—which consent I could not presume would be withheld unless where fraud had been practised. Recently, when Colonel Abert came to the nation with instructions to make a treaty with the chiefs for all the reservations, and was instructed not to exclude from its operation those already purchased, I determined at once to defeat the treaty, and gave notice, in person, to the agents of my intention. In this I not only acted for myself, but as counsel for Benjamin P. Tarver, and several others who were in my situation. I see, in all this, nothing to reproach myself with; when done, it had the approbation of my judgment; yet has and would now be acted over if occasion called for it. But I am wandering from my purpose. It seems, as far as I can learn, that I stand accused before you of some unfairness and fraud in these contracts, and with having written a letter to Scott, or some one else, containing evidence of fraud. I respectfully ask you to favor me with whatever charge has been made, the person by whom made, and a copy of any letter of mine of the character alluded to, which may be in your Department. Any such charge is false, and cannot be supported but by perjury, and any such letter is a forgery. I am an American citizen; my character is dear to me, although I fill but a small space in the public eye; and I hold it to be my clear right to as a compliance with this respectful application. This whole Indian business is now anything than pleasant to my feelings; for it is about to bring—nay, has brought me in collision with the administration, whose general policy and course has commanded and received my approbation. I have no doubt that many busy bodies, with fair professions upon their lips, but with corruption and malice in their hearts, have had much to say upon the subject of Indian speculations to you and to the President; but such men, who stab in the dark, who will not come out openly, and who keep themselves curtained, are entitled to but little respect, and should be heard with caution. Let an issue, in any way, be made up between the accuser and the accused, and their exposure will be completed. I venture now to say that, if all their names can be made public, I convict some of them of having endeavored to get into some one of the much-
abused companies, and were rejected; and many others of having either made or attempted to make purchases upon terms much more unfavorable to the Indian than those of the companies. Much has been said of the enormous profits that will be made, should the purchases hold good, and of the large monopolies of land that will be created: all this has nothing to do with the question of legal right. But, on the part of Scott and myself— and I am authorized also by my client, Benjamin P. Tarver, to include his one hundred and sixty-odd purchases—will be willing to investigate each one of our purchases before the agent, Colonel Abert; to pay the Indian in his presence; to satisfy him perfectly; to have the reserve (if approved as to fairness) conveyed to the Government at sixty-two and a half cents an acre, to be paid to us; the payments to and from us to be cash down. This will effectively destroy both the enormous profits and monopolies. In such an event, of course, no other or further purchases will be made in which I have any interest. I sought, through our members in Congress, and every other channel within my reach, for information upon the subject, but could obtain none to induce me, for a moment, to believe that any fair purchase would be disregarded. Should any one in which I have an interest turn out to be fraudulent, no agent of the Government will be more willing or prompt in rejecting it than myself; but a fair one will not be surrendered.

Respectfully, your obedient servant,

ELI S. SHORTER.

The honorable Secretary of War.

P.S. In regard to the above proposition as to Scott and myself, I must add a condition, that there shall be secured to us the two reserves which we will designate, and which were purchased at $500 each—we, of course, to pay for them.

COLUMBUS, July 15, 1833.

SIR: In answer to yours of the 5th ultimo, I have to inform you that, previously to my receiving it, Colonel Abert had left for Washington; and being ignorant of the instructions he received relative to the claims of the emigrating Indians to which you allude, permit me not only to inform the office you represent, particularly as desired by you, relative to my purchase from the western Creeks, but also more particularly than I have done, of the purchases I made of the emigrating Indians. I did not purchase the five sections, as I presume you suppose from your letter from Hawkins to McIntosh, but from McIntosh and Tiger, who were especially appointed by the western Creeks, in general council, to sell the claim to said five sections. This power of attorney to McIntosh and Tiger was made after the five sections were obtained by the western from the eastern Creeks, and after your letter to me of the 16th February, 1833, in which you informed me that they could at any time dispose of their claim by agents appointed in general council, and was witnessed by the clerk and interpreter of the Creeks, and General Campbell, the agent. Previously to making the purchase, I submitted the power of attorney to Colonel Abert, and told him that the agents had applied to me
to purchase, and desired him to give me his opinion about the power. He knew General Campbell's signature, and believed the power valid. This power was accompanied by a certificate signed by many of the chiefs, that Benjamin Hawkins was entitled to one-half of the five sections, or one-half of the amount for which they sold. This certificate not having been made in general council, I believed it of no force, although it purported to be in consideration of his services in obtaining the five sections; and to avoid difficulty, I associated Hawkins with me in the purchase, and made him give his note for one-half of the consideration; or rather we gave a joint note, payable for the whole amount, and I paid the agents half the amount, and they exonerated me, by an endorsement on the note, from further liability. This note they carried to the nation, and for the amount, Hawkins's property there will be responsible, unless they did agree to pay him one-half for his services. During the council, I informed General Parsons and Judge Tarrant of the circumstances, and they both expressed the opinion that there was no hazard in the purchase, and I afterwards bought Hawkins's interest and paid him the balance of the money. The five sections cost me twenty-five hundred dollars; and in this way the agents asked two thousand for them, which we gave; and afterwards received the information that they had contracted to sell to the "Perry Company," and had received from the company five hundred dollars in advance. The company believing themselves remediless, determined to send on and arrest McIntosh, unless I would refund this amount, and I did so, believing that the Government, being apprized of my motives, would not suffer me to sustain loss. I bought Hawkins's interest for one thousand dollars, the amount for which he is liable to the nation, and paid him the money. The purchases I also made jointly with Hawkins, because, being ignorant of the language of the Indians, and of their disposition to deceive, I knew I would be subject to imposition, unless the interest of some other was involved, who knew their language and could properly judge of their motives. After I had submitted the circumstances for the consideration of the gentlemen before alluded to, and they expressed the opinion that I would not be allowed to lose, I purchased the interest of Hawkins also to these claims, at cost, and have paid him the money. You will discover from the copies of the proceedings, that many have witnessed the transactions, all of whom, except one, (which accompanied McIntosh,) live in this place and the neighborhood, and are men of respectability. The one who left, Mr. Buchan, proved the contract before the judge of this circuit previously to leaving. Not only by these gentlemen, but by others, if it becomes necessary, I can prove not only the acknowledgment, but the actual payment of the amount. In fact, at least
half of the amount was paid to respectable merchants in this place, from whom the Indians purchased tents, clothes, and other articles, and for which, without payment, their emigration would have been checked.

These remarks, with the enclosed copies, will fully disclose to the office my dealings with the Indians; and of the correctness of the motives by which, in my communication of the — of June, I alleged myself to be governed, I hope judgment will be formed from the proposition which I submitted to General Parsons, the agent of the Government, in the commencement of the council—that is, that I would establish my purchases and payments by the evidence of respectable witnesses, and accept patents to the claims; (titles from the Government,) or else would convey all the right and title in me to the Government, for the same amount that I have paid, and reasonable compensation for my services and expenses, of which the President, or any agent by him appointed, with a knowledge of the circumstances, shall judge. No treaty having been made, the agents and myself did not agree upon any terms; but General Parsons, with a knowledge of circumstances, approved of my conduct, and perhaps expressed the hope that the President would give me the attention of taking titles on the amount paid, agreeable to my choice. Since then, nothing having been done; and having used more money in the purchases than circumstances would justify for my own comfort and independence, I have associated Mr. George Hargraves with me in the purchase, and at the same prices for which I purchased, and have examined many of the half sections to which the Indians, agreeably to the treaty, were entitled. Some of them are valuable, and others are worthless. I believe that I have entirely paid the real value of the land; but that, if the Government should issue titles to me as early as circumstances will allow, the anxiety of persons to speculate is so great, that I shall be enabled to sell advantageously before their love of speculation is influenced by reason. I believe that I have now fully informed you of the character and condition of my purchases.

Permit me now, in conclusion, respectfully to communicate through you facts of a general character relative to the situation of the Indians, and of persons among them. From having recently travelled among them, I know their true condition. Many of them are almost starved, and suffer immensely for the things necessary to the support of life, and are sinking in moral degradation. They have been much corrupted by designing white men who live among them, who induce them to sell to as many different individuals as they can, and then cheat them out of the proceeds; and hence many of the clamors against purchases which have been made fairly and for full prices. There are many cases in which Indians have received more for their claims than the lands after their location will sell for at public outcry. However, the whites among them are fastly losing their influence, and they are daily becoming more sensible of their condition. As an evidence of their loss of influence, I will refer to their recent and open complaints against such as have heretofore lived unmolested among them, and have been supposed to control such as lived near them. A few days ago I was at West Point, where I found assembled all the malecontents, against whom the deputy marshal was about to proceed. I found among them many who I know have used much influence among them, and even did at the last council. Previously
to my arriving at West Point, I received the information that they were making arrangements to send for me to Columbus to sue out legal process; and that until it could be served, they were resolved to resist the movements of the deputy marshal at all hazards. Having heard that I was in Troup county, opposite West Point, they desired me to visit them, and I did so, with a determination to learn, as far as possible, their true character and intentions. I had often heard and disputed the assertion that they would fight in defence of their claims, and I therefore determined to prove their courage and amuse myself with their threats. So soon as I reached the spot where they were thus assembled about me, I desired to know if they had any legal remedy in defence of their rights. They informed me that the deputy marshal had refused to listen to their arguments or evidence in favor of their claims, and had said that whatever any Indian desired with regard to their possessions, he would have executed. I informed them that I had been informed that the district judge had said that he would, by legal process, prevent their being interrupted if applied to, and not only so, would come to the county to do so, when they were threatened with removal, and advised them to apply to him, and agreeably to their request wrote him a letter on the subject, (which, however, was never sent, ) as the result will show. They then wanted to know what they would do, if, before the judge arrived, the marshal should proceed to their removal, and intimated to me that they were disposed to resist. I told them that I thought their situation demanded manly action, and that an effort of the kind, if properly made, would be successful; that they had sufficient numbers, if they would act bravely, to gain a victory. They all declared themselves ready to fight, and solicited me to command them. I told them I would do so, but before we went into action I must have their names enrolled, and each man bound to fight in obedience to my commands. They announced themselves ready to enrol and move to action. I commenced enrolling, and occasionally mentioned the danger to which they would be exposed if they did not act desperately and in concert, and when I had enrolled eleven, the balance backed out—refused to be enrolled, and those who had enrolled quickly moderated and preferred the prospect of a compromise to a battle. I saw the deputy marshal next morning, informed him of the facts and of their disposition, and he succeeded in compromising the difficulties to the satisfaction of the Indians and all concerned.

He acts energetically, and I have no doubt will fully accomplish, and without bloodshed or reasonable complaint against him, the duties assigned him. Many may threaten, but I have no idea that, of the whole number in the nation, ten could be found who could be urged even to resist with violence any order he may attempt to execute. The Indians notice these things, and I am fully convinced, from conversing through interpreters with the chiefs and Indians, that a treaty may yet be effected with much less difficulty than anticipated; and although I yet believe that the Indians and Government would both be benefited by the treaty, I forbear expressing my opinion as to the mode by which one can be effected, unless I knew certainly that it was yet the desire of the President to treat. But it will, at any time, afford me pleasure to aid in carrying into effect the policy of the President with them, when apprized of his
views and wishes, and from a knowledge of their situation, and possessed of their confidence, I believe myself capable of affording some assistance.

Very respectfully,

JNO. MILTON.

P. S. There is another article, which was made to secure title to the five sections, which I am prevented from sending, in consequence of the absence of Hargraves. He will return in ten or twelve days, and I will then send it; and, at the same time, will send a copy of each conveyance from the head of families. I purchased the claim of twenty-nine Indians, one of whom was a chief. The whole amount of the purchase from the individuals amounted to $7,950.

J. M.

COLUMBUS, July 25, 1833.

Sir: It has been reported about this place, that many letters have been forwarded to your Department, and perhaps to the President, making insinuations and charges against some persons in this town, who have associated together for the purpose of purchasing from the Indians the reservations to which they are entitled under the late treaty; and that their letters charge us with the double purpose of intending to cheat the Indians, and to thwart the views of the Government of the United States. These charges and insinuations would have been disregarded had they been confined to this neighborhood, where their well-known falsehood would have disarmed them of the power to injure those against whom malignity and envy had directed their shafts; but they have found their way to the authorities of the Government, have no doubt had an influence upon them, and have been proclaimed by their agents upon the housetops, and in the market-places, and therefore demand some attention. We owe it to you and to ourselves that these charges should be examined into, and if true, be substantiated by proof; if false, that their falsehood should be exposed and made known to you. As one of the associates which have been thus unjustly assailed, I beg leave to trespass on your attention for a few minutes.

In the first place, permit me to inquire whether those charges are of a general or special character? Have we been only branded with an intention to defraud and cheat the Indians, and to oppose the views and intentions of the Government? Or have we been charged generally, with actually doing so? Or have we been accused of any specific acts which would fix upon us the character of cheats and swindlers, and opposers of the President in his policy of removing the Indians west of the Mississippi? If the charges are only general, you can readily see that we can only meet them by a prompt and unqualified denial, and a defiance to the secret and malignant informers, and dare them to the proof. No other reply is left us. If, on the other hand, the charges are more particular and specific in their nature—if they have assumed a tangible form and character, so that they may be met and spoken to, we ask that we may be furnished with copies of the letters containing them, that the authors may be called on for proof, and that we may have an opportunity of stamping the communications with the falsehood they deserve.
It is not my intention to deny that several persons, of whom I am one, have entered into an association to purchase the reservations from the Indians. In this matter, we have made no concealment, and the fact is as notorious as that a treaty has been made. In doing this, we had no intention or desire to cheat them or oppose the views of the Government; nor could we believe there would have been the smallest objection on the part of the President, nor can we believe there would be now, if he were correctly informed of the facts as they really exist. So far from a belief on our parts, that we were going contrary to the views of the President, we had every reason to believe the course we were pursuing would aid and forward the wishes of the Government towards that unfortunate people. We had supposed, and still believe, the object of the President was to remove the Indians as early as possible, and place them in a situation where they would be beyond the influence and control of the white man, and more prosperous and happy. We had seen, by the 3d article of the treaty, that these "tracts," (the reservations provided by the 2d article,) might be conveyed by the persons selecting the same to any other persons, for a fair consideration, in such manner as the President may direct; and if the contracts were approved by the President, the party purchasing was to have a title from the United States, upon completing the payments. From this provision we could not doubt the right of the Indians to sell their reservations, and we had as little doubt it was the desire of the Government that they should sell and remove, and that titles would in all cases be approved by the President, where the Indian had received a fair consideration for his land; and that titles would be issued to the purchasers upon his completing the payment of the purchase money. To doubt this, would have been to doubt the justice, good faith, and fair dealing of the President, and of the United States. Under this view of the subject, we determined upon making purchases, believing we could do so, allowing the Indians a fair consideration for their land; and with a probable prospect of benefit to ourselves. In all cases we have intended and endeavored to act with good faith towards the Indians. In many cases we have necessarily been compelled to act by agents; but in all, we have specially and particularly charged them to practise no fraud or deception on any one. I am well aware we may be deceived by some of them in some cases, but we are more likely to be cheated by them than the Indians. It is quite possible some of them may have endeavored to take advantage of the Indians. If any of them have done so, it is wholly unknown to us; and I can assure you, should any such case arise and come to our knowledge, such agent will be instantly discharged from our employ; and we shall not ask or even expect to derive any benefit from such a contract. If the agent go contrary to his instructions and directions, and our wishes, on him must rest the blame and the loss; for we shall not expect or desire any fraudulent contract to be ratified, and we shall hold him accountable for the money he may have advanced.

That we might act in conformity to the views of the Government in this matter, we have more than once consulted your Department, through our representative, Colonel Foster, and our Senator, Mr. Forsyth. And that we have been sanctioned in our opinions, with regard to the right of the Indians to sell, and the wishes of the Government that they should do so, I beg to call your attention to an extract of a letter from Mr. Herring to
Colonel John Milton, of this place. In answer to an inquiry from him, whether the Government will contract with the Creeks for their reservations, so as to enable them to remove, Mr. Herring says: “The Government cannot do it without an act of Congress to authorize the purchase; and no good reason can be perceived for that, inasmuch as individuals stand ready to purchase, and by their eagerness, all needful competition (exists) to ensure to the owners the fair value of their lands, which is the object desired by the Government.” This needs no commentary. By this letter, Colonel Milton was authorized to go on, and make purchases, and did so, and if it were right and proper in him, it could not be wrong in others. Mr. Herring is right. There is much competition, and it is probably that very competition and eagerness to purchase, which have induced the many letters which have crowded your bureaus. Perhaps he may have been in the way of some who may have desired the lands contracted to us.

With regard to the council which has been lately held, and the failure to make a treaty, which was attempted, I would offer a few remarks. I have no doubt you may have been informed that opposition to a treaty came from some persons interested in our association. It is not my intention to deny it. Colonel Aberc was distinctly informed we would do so, unless provision was made for those purchases which had been fairly made with the Indians. If that were done, no obstacle would have been thrown in the way of the treaty. If it were not to be done, it was reasonable to expect opposition would come from every man who had invested large sums openly, honestly, and fairly, and whose interests were to be jeopardized by the transaction. Some might pretend, and some did pretend, they were anxious for a treaty, when they were using their exertions against one; and many, who have been most loud in their complaints against us, I have no doubt can be easily proved to be interested in large purchases from the Indians, and most deeply interested in poisoning the mind of the President against us. But we fear not their malice or their falsehoods. Fraudulent contracts we shall not desire to enforce, and fair ones we shall not fear to lose, while justice and good faith are inmates in the breast of the President, or regarded in the country.

I am, sir, very respectfully,

Your obedient servant,

SEABORN JONES.

To the honorable LEWIS CASS,
Secretary of War.

KNOXVILLE, August 14, 1833.

SIR: Connected, as I am, by marriage with the Cherokee nation—having commanded them during the Creek war, and having received their confidence by being deputed by them to negotiate what is generally termed Calhoun’s treaty—I cannot but feel a lively interest in their welfare. A neighbor and soldier, squire of that nation, having, under Jackson’s and Calhoun’s treaties, taken a reservation of land where he lived, was turned out of possession forcibly by a white man, and the land sold, without regard to his title, by the State. He has applied to me for, and
I, in his name, have called upon the laws of my country for his redress, and have employed Robert Anderson, Esq., of this place, to prosecute a suit in the courts of the United States for the recovery of his land. In prosecuting my own and other claims of this nature, from a proud independence, I have become nearly bankrupt.

I scorn to attempt an eulogium on your character; a small acquaintance with it assures me that you will, forthwith, direct the agent, Colonel Montgomery, to attend to and prosecute not only this, but all other claims of a like nature. Should you honor me with a reply, your letter will reach me if directed to Monroe county, Oho Post Office, Tennessee.

With sentiments of great respect,
I am, your obedient servant,
GIDEON MORGAN.

Hon. Lewis Cass, Secretary of War.

FORT MITCHELL, ALABAMA, Sept. 11, 1833.

Sir: I presume you hear much about the buying of Indian reserves, fair contracts, the killing of Owens. Permit me, sir, to inform you on these subjects. Many, from motives of speculation, have bought Indian reserves fraudulently in this way—take their bonds for titles, pay them ten or twenty dollars in something they do not want, and take their receipts for five times the amount. If the land be of no value, they are not bound to take it; but, if it is, they are bound to let them have it. I know some of their reserves that I am authorized to give $2,000 for. Not knowing the value of land, the Indians have been persuaded to sell for $500, taking their pay in nothing, or in that which is of no value to them. I am extremely anxious for them to sell to the Government, even should they get but half price; and I have no doubt but the Indians will treat, and shortly too, if the Government will pursue the course it has taken, which is to remove intruders; but it should not be left with the Indians to say who are intruders—their lives are in danger, should they do so. At this time they (intruders and speculators) are raising volunteers to resist our Government's force. They make much noise about killing Owens: he ought to have been killed. It has also given the Indians great confidence in the General Government. It is nothing but nullification. I shall use my best efforts to arrange a treaty before Congress meets, unless they are located, which I hope will not be done.

I have the honor, &c.,
LUTHER BLAKE.

Hon. Elbert Herring, Washington City.

WESTERN CREEK NATION, Oct. 27, 1833.

Sir: The chiefs and head men of the western Creeks gave to Chilly McIntosh and Robert Tiger a power of attorney, bearing date of 17th April, 1833, giving them jointly the power to sell five sections of land, given by the eastern Creeks to those who reside west of the Mississippi in January last, which land was not sold by them. Since the return of
McIntosh and Tiger to this country, we have understood that Benjamin Hawkins has sold the whole five sections given to our nation. He has acknowledged to have sold one-half for his own benefit. He has never had any power given him by the proper authorities of this nation to sell any part, nor in any way to interfere in the sale of the lands at all. We, therefore, the principal chiefs and head men of the western Creek tribe, do enter our protest against the proceedings of Hawkins in the sale of the lands, and also do revoke the power of attorney given to Chilly McIntosh and Robert Tiger, and all other powers of attorney that may be produced prior to the date of this.

We request that you will locate the five sections of land given to this nation, and hold and defend the same from any person or persons who may have purchased the same, until there shall come an agent properly authorized by the proper authorities of this nation to demand the same for the benefit of the western Creeks.

We also wish you to make known the proceedings of Hawkins to the Secretary of War, in order that no frauds may be practised on us. We respectfully request that you will write to us, and let us know, as soon as possible, what has been done with the lands, so that we may know how to proceed.

Very respectfully, your friends and brothers,

Rolly McIntosh, his x mark.
Fushhatchy Micco, his x mark.
Benjamin Perrymen, his x mark.
Cowockeetho Emarlo, his x mark.
Ishoak Oak Harjo, his x mark.
Haspotock Harjo, his x mark.
Samuel Miller, his x mark.
Pawer Harjo, his x mark.
Warlack Harjo, his x mark.
Giskerligo Micco, his x mark.
John Randall, his x mark.
Corser Yohofo, his x mark.
Halatten Thlocko, his x mark.
Easten Charco Harjo, his x mark.
Samuel Perrymen, his x mark.
Tuskahatcho, his x mark.
Tuckahatchee Harjo, his x mark.

Done in the presence of—

John Campbell, Agent for Creeks.
Eli Jacobs, Clerk.

To Leonard E. Tarrant, Esq.

Louisville, Barbour County,
October 31, 1833.

Sir: I received yours of the 12th instant, and was rejoiced to hear from you that no time would be lost in locating the Indians; and also saw your
letter to Governor Coyle, stating the reason that the Indians had not been located before this time, was owing to the great fraud that was imposed on the agents in executing that duty. I have seen several respectable gentlemen who are living in the lower part of the Creek country, and have conversed with them on the subject of fraud being practised on the Government, and they told me that it was carried to great extent. Some of them had been living in that part of the nation for three years, and had become acquainted with most of the Indians; and many of the young females among their people that lived with other heads of families in the same house, gave in to the agent as head of a family who claimed young white persons as their husbands, who lived in Georgia; and many other instances where there was several grown persons living in one house, they would all give in as a head of a family. I asked them what portion of the Indian claims for land were wrong, and they said that they thought from what they saw, that nearly one-third was impositions in the lower district. I will state that it is hard for to prevent these frauds, except the locating agent is acquainted with those Indians. Be so good as to answer me when the Indians will be located, so that I may make it known to the citizens living in the Creek country, as they are always anxious to hear from the War Department.

I remain, sir, yours,

T. W. PUGH.

Honorable Lewis Cass,
City of Washington.

WESTERN CREEK NATION,
November 9, 1833.

Sir: We, the undersigned; before we left the old nation this summer, appointed John Milton and Benjamin Hawkins our agent and attorney, to locate our lands, which we were respectively entitled to agreeably to the treaty. Since our arrival here, Benjamin Hawkins has moved to Texas; and we understand that Mr. Milton is embarrassed in his business so much that we are doubtful that justice will not be done us. We therefore request that you will attend to the business for us, and have our lands located, and held liable to our order.

We are, very respectfully, your friends,

Talmas Hargo, his x mark.
Wassee Hargo, his x mark.
Hillis Fixico, his x mark.
Chillo Chuler Fixico, his x mark.
Ansa Lee, his x mark.
Celar-he, his x mark.
Netu, his x mark.
Mar-na-chu-cha, his x mark.
Lecot-hat-chu, his x mark.
Ta-tit-chu, her x mark.
Billy, her x mark.
Ce-bar-hee, her x mark.
Char-cuth-lee, his x mark.
Sally Harrod, her x mark.

To Leonard E. Tarrant, Esq.
Chambers County, Alabama,
December 2, 1833.

Sr: I take the liberty to suggest to you for your consideration the mode of proceedings that is exercised in this part of the country, and perhaps by individuals whom you place the utmost confidence in, and I shall not hesitate to disclose the truth to you, as far as it comes to my own knowledge, and shall proceed to do so without favor or affection to any person. It is evident that it is your desire to fulfill the treaty, and I also believe it to be the duty of every citizen in this part of the country to aid in the progress of the fulfillment of the instrument. I also believe it to be the duty of the citizens, when they see frauds that are operating against the General Government, to divulge the same to the Department. It is evident, if I understand the full intent and construction of the treaty between the United States and the Creek Indians, that there are many that will get reservations, who, by the treaty, are not entitled to a foot of land; and some of the officers who, on the part of the United States, are endowed with the solemn trust, are, to the knowledge of myself and others, knowing to the perpetration. But, sir, wealth, that leadeth many astray, appears to be their whole aim. No sooner do they get their appointment to fulfill the high and solemn duty incumbent on an officer of the United States, I say, no sooner do they get this appointment, than they are taken with that dreadful disease called speculation, and as is natural, the tendency of which darts its poisoning fangs at those who are least able to sustain the dreadful shock. I mean that class of people who, in honor to their God and country, fill their barns and store their little huts with delicious food by the sweat of their brow; who feel themselves bound by all that is sacred to man to submit with cheerfulness to the decrees of the General Government, and not to lay any obstructions so as to frustrate her solemn and pure designs, of which we believe from her proceedings thus far she has nothing else in view, but wishes to impart equity and justice to all her citizens, both red and white, and give us that, and we claim no more. But, sir, let me ask, in the name of all that is sacred, are the citizens to be harassed, and driven as exiles from our firesides by the obnoxious deeds of the speculators? We understand by the treaty, that all heads of families are entitled to land, and will be allowed to take their improvement, all that have any, and such as have none will be called in a body. But, sir, the mode of proceeding will be directed otherwise. We hear some of your officers say they will be allowed to select their places where they please, which of course, through the influence of the speculator, will be selected on some innocent white man's improvement, if considered valuable, though he live in the remotest corner of the territory, and through fear of the Indians have selected his home entirely out of their reach, but painful to reflect, he is still in reach of the speculator. I know of young men who, since the ratification of the treaty, have pretended to take some of the Indian girls as wives, in order to get their land. It has even come to my knowledge that some who live near the line have taken them in this way, drawn them from their old improvements five and ten miles, and placed them in a tent or shelter, on a white man's improvement. Sir, is such a transaction as this to go on unnoticed? Is John H. Broadnax, one of your head speculators, who, from his ap-
pointments, appears to be a highly favored man, to rule this people? It is left without doubt that his brother-in-law, by him or through his influence, is appointed locating agent of Chambers county, who is deeply concerned in the speculation. I ask again, are we, as public lambs without a shepherd, to lie down and tamely submit to their worldish designs? We hope not; we look for better days, believing as we do in the pure motives of the Department. But, sir, to be short, I request your views on this most important subject, as that would suffice, and be a satisfaction to the general mass of the people. I would gladly be informed, according to your views, who are not entitled; and should there be any, how to proceed in the matter. I would gladly be instructed on any particulars whatever, and shall ask it as a great favor that you will forward me with an explicit answer.

Yours, &c.,

ELISHA ROSS,
J. L. HOWARD.

N. B. Direct your letter to Troup county, West Point post office, Georgia.

Honorable Lewis Cass,
Secretary of War.

FORT MITCHELL, ALABAMA,
December 3, 1833.

SIR: Soon after the Creek treaty of 1832, I requested you to inform me if contracts made for Indian reservations, by taking Indian bonds, would be considered valid by the Department, previous to the location being sanctioned by the President; and, in reply, McHenry informed me they would not, inasmuch as the Indian had no title until his location had been sanctioned. Upon this information I made myself contented, while large speculating companies have been formed and purchased up nearly all the land by taking the Indian bonds; and they state that they have it from you that the title will be good—this I don't believe—I have too much confidence in the present administration to believe, for one moment, that such claims would be considered valid. It would be worse than useless for me to attempt to give you any information in relation to the manner in which these speculators have conducted the business, as the facts have long since been made known to you; but, in conclusion, permit me to remark that, while the friends of the Union have been lending their small influence in behalf of the Government measures, the set of nullifying speculators has been making those purchases, and setting every thing at defiance. Several persons, as well as myself, wish to purchase a farm, but if those villainous contracts should, in any manner, be considered good, no other persons will have any chance to get land.

Will you please inform if contracts made previous to the location will be good, or will they be considered good only after the Indian has been located, and that location sanctioned by the President? Or will any kind of obligation from the Indian be good, if another purchaser goes before the certifying agent and makes a better bargain for the Indian, and such bargain meets the approbation of said agent? You will much oblige a friend by giving this information as soon as possible.
I beg you will pardon me for troubling you on a subject which must be daily ringing in your ears from all quarters.

I am, very respectfully,

Your obedient servant,

S. C. BENTON.

The honorable LEWIS CASS,
 Secretary of War, Washington City.

MILLEDGEVILLE, December 5, 1833; DEAR COLONEL: Please excuse me for again troubling you with a request for some further information in relation to my Indian affairs. Please ascertain from the department having charge of the execution of the late treaty with the Creek Indians, whether a purchase made by one Indian of another will be approved, if fair, and whether a patent will issue to the Indian buying. To make the question plainer, if a portion of the Indians were desirous of selling their reservations to one of their chiefs, for which he was to pay a fair price, would a patent for the reservations sold issue to the Indian chief purchasing? Now some of the Indians are desirous of doing so for the purpose of greater security against interruption and molestation in the possession of their reserves whilst they think proper to remain on them. They want some of the money for their land to enable them to start to Arkansas, and a white man will not pay them any unless they will consent for him to go into possession, and they are afraid to do that, for fear that he will turn them out. They have greater confidence in their chiefs, and they can make their contracts with their chiefs in perfect confidence that they will not be turned out of possession until they are ready to emigrate. It is not known whether a contract thus made here, however, will be ratified or approved by the Government. I can see no objection to it myself, and I know it will, in many cases, be greatly to the interest of the Indians, and such contracts should receive the countenance of the Government. I have been requested, by the friends of a small town of the Indians, to obtain this information if possible. You will confer a very great favor on me by assisting in obtaining the information desired, if you can do so. Write me at La Grange, as we shall adjourn before your answer can reach. We are doing nothing here, and shall adjourn a few days before Christmas. We have passed a bill (disgracefully too) to lottery the fractions, distribute all the public funds according to the white population. If the session was to last three weeks longer, I think, we would dispose of the Central Bank and public houses by lottery. Such a set as now direct things will bring matters to a focus before long.

Very respectfully, your friend,

WM. DOUGHERTY.

FORT MITCHELL, December 8, 1833.

Sir: On counting the individual locations made up to this day, I find that we have completed one-ninth of the whole of the locations in the counties under my care, and if the weather does not prove extremely in-

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element and unfavorable, I hope by the 15th of January to furnish the marshal with such a map as will prevent the possibility of his making a mistake between an Indian reservation and a section belonging to the United States.

The system of leasing these lands has not, I think, been pursued as extensively as I was, at one time, led to suppose. But that of purchasing is followed up with all imaginable activity: willing sellers and buyers will always make a brisk trade; both exist in this country.

Conversing to-day with several intelligent gentlemen, they all agreed in the opinion that the Indians who sold would emigrate as soon afterwards as arrangements could be made for conducting them, and it mattered not how much or how little they received, all would, generally, be wasted before they emigrated.

It appeared, also, to be a general opinion among them, that, counting upon the results of these sales as a means of support, the Indian had neglected his crops, and was living upon his expectations.

They likewise agreed with me that it would be a great misfortune to these people who they were to arrive at their new homes without the means of stocking their farms.

To meet these two contingencies, namely, that of their debts here, and that of stocking their farms in the west, there is but one resource, the results of the sales of the lands. But if they receive the whole of these results, it will be wasted. There must, therefore, be some plan adopted of saving a part for them.

The plan which met the approbation of these gentlemen, and who had come here to buy, was to pay half of the purchase money to the Indian, and the other half to the certifying agent; that is, the United States for the Indian’s use after his arrival west.

I respectfully suggest the same to your better judgment.

Your obedient servant,

Hon. Lewis Cass, Sec’y of War.

JOHN J. ABERT,
Lt. Col. Top. Engineers.

LOUISVILLE, BARBOUR COUNTY,
December 9, 1833.

Sir: I have received a letter from Elbert Herring, stating that my letter to you of the 31st ultimo had been referred to that office, and in reply have to state that Colonel J. J. Abert and James Bright are appointed to locate the Creek reservations, and that a copy of my letter has been sent to them for their information, and that an additional power would be conferred by my communicating to them my further views on the subject; and, in reply, I will state to you that if those gentlemen want any assistance, and you will instruct them to call on me, I will endeavor to prevent all frauds that can be done; and think, from the acquaintance that I have with the Indians and respectable whites that reside in the nation, that many may be prevented, and I will endeavor to do equal justice to the Indians.

Yours, respectfully,

Hon. Lewis Cass, Sec’y of War.

J. W. PUGH.
WASHINGTON, December 15, 1833.

Sir: I enclose you another letter from Mr. Dougherty, making additional inquiries as to the sale and purchase of Creek Indian reserves; will you be kind enough to favor me with an answer to his inquiries as soon as your convenience will permit, and accompany the answer with a copy of the regulations adopted as to the purchases already made of the reserves by citizens of Georgia and Alabama. An opportunity for introducing resolutions in the House of Representatives has not yet been afforded: when it is, I will suggest to Mr. Mardis the propriety of calling for a copy of these regulations.

Very respectfully,

THOMAS F. FOSTER.

Hon. LEWIS CASS.

December 23, 1833.

Sir: I only received yesterday evening your letter of the 26th, covering the instructions which have been given to the agents authorized to approve and certify contracts made with the Creek Indians for their reservations under the treaty of 1832. In the conversation held with you on Saturday last, in which you stated the substance of them, I freely expressed to you my opinion, and pointed out the objections which presented themselves; and I will, (now that I have received the copy, and in compliance with your suggestion,) reduce to writing those objections.

Had the instructions remained unaltered, as they were originally given on the 28th of November, no suggestion of an alteration would have been made, although that article (the 6th) which allows a discretion to the agent to give or withhold his certificate, according to his opinion of the value of the land, opens the door to favoritism, and to the exercise of undue influence on the mind of the agent by those persons who may insinuate themselves into his confidence. This, however, is of minor importance compared with the difficulties which may and will inevitably arise from the supplemental articles. In the original instructions, the President has evinced his regard to justice, his earnest desire and anxious solicitude to protect the interest of the white and red people. In the supplemental, he has suffered a representation of the agent, who has been imposed upon by designing persons around him, to produce an alteration well calculated to do injustice to the purchasers; to induce fraud and dishonesty on the part of the Indians; to lay the foundation of innumerable law suits among the different purchasers and the Indians, and to raise up difficulties and obstructions to the policy of the United States.

For the purpose of satisfying your mind on these points, permit me to call your attention to the treaty, and the views taken by the Government in relation to the sale by the Indians of those reservations.

By the 3d article of that treaty, "these tracts (the reservations) may be conveyed by the persons selecting the same, to any persons, for a fair consideration, in such manner as the President may direct. The contracts shall be certified by some person appointed for that purpose by the President, but shall not be valid till the President approves the same. A title shall be given by the United States on the completion of the payment." The construction heretofore given to that article by the Govern-
ment and individuals, has been the same. By both it has been understood to give the Indians the right to sell individuals at any time for a fair consideration, reserving to the President the right of prescribing the manner in which the conveyances may be made, and giving to him such a supervision as would prevent frauds from being practised on the Indians. To show you that such has been the construction of the General Government, I would refer you to the communications made from your Department to sundry persons, more especially to some made to Mr. Forsyth; to a letter from Mr. Herring to Colonel John Milton, of Columbus, Georgia, to which I have before called your attention, and to a communication made to me by yourself. Under this view of the subject, sanctioned by the Government, many persons have gone into that country and have made contracts with the Indians, and have made improvements within the reservations which must belong to the Indians from whom they have made the purchases. This is not the result of accident, for by the 6th article "twenty-nine sections, in addition to the foregoing, may be located, and patents for the same shall then issue to the persons, being Creeks, to whom the same may be assigned by the Creek tribe; but whenever the of these tracts possess improvements, such tracts shall be so located as to include the improvements as near as may be in the centre.

It will be seen, then, in many cases, the treaty itself has fixed where the reservations of the Indians shall be located, to wit: so as to include his improvements, show whether the nation or tribe be authorized to have them laid off independently of the lines of the general survey; or the reservations must be regulated by them. One thing is certain, that the reservation must include the improvements of the particular Indian. In other words, he cannot have a reservation, at any other place, or can any other Indian place a reservation on his improvements. He was authorized by the treaty to sell to any person for a fair consideration and at any time, whether before or after the time when the locations shall be made. The manner in which the conveyance is to be executed, and the form and solemnities by which it is to be attended, are to be regulated by the President. But when the contract is bona fide and the consideration fair, justice, reason, and common honesty, demand an approval of the contract. The discretion given to the President by the treaty must be considered, not a capricious power, exercisable according to whim or impulse, but a reasonable discretion, regulated by a desire to advance the ends of equity and justice. By the 2d article of the treaty, "the selections (to the chiefs and heads of families) shall be made so as to include the improvements of each person within his selection, if the same can be made." The same reasoning, therefore, may be applied to all the reservations, and the conclusion must be considered legitimate, that the Indians who may be entitled to reservations must have the right to sell at any time, subject to the approval of the President, and in such manner as he may direct. Entertaining this opinion, many persons have made contracts of purchase with Indians, and have in all cases made partial payments, and in some of them, paid up, at the time of the contract, the full purchase money.

The operation of the first and second supplemental articles must, in all those cases, produce mischievous effects, both to the whites and Indians.
To the whites, manifest injustice must be done in depriving them of the benefit of contracts fairly and bona fide made, and in compelling them to pay a second time the purchase money, when they have already honestly complied with their contracts. To the Indians, an inducement to villany, and reward to dishonesty, is afforded, virtually saying to them, although you have made a fair sale of your reservation, for a fair consideration, and have given possession to the purchaser, who has, by his industry and expenditures, improved the value of the same, yet, because the lines have not been marked, and the places designated to you by the agent of the United States, you are not bound to comply with this honest and fair contract; and you may now commit a fraud upon the purchaser, and sell to another, and receive the value from him, not only of the reservation as it was at the time you sold, but also of the improvements which have been made by the first purchaser; nay more, you not only may commit a fraud, you shall do so; for the contract which you have made shall not be approved, nor shall the money you have received be allowed. Although you are willing to acknowledge the contract, and admit the payment of the money, you shall not do so; although there is full and ample proof of it, you shall not comply with your contract; you shall sell it again, and again be paid for it, or, as the punishment of your honesty, you shall remain on your land for five years. If you are willing to remain there for that time, while your friends and relations are removing from around you to a distant country, you may then act honestly, comply with your contract, and rejoin your friends. But it has been represented by one of the certifying agents, that a construction would be put upon the above regulations (the original) which would inevitably lead to the committing great frauds upon the Indians, in consequence of the facility of imposing on them and the ease with which declarations or acknowledgments may be procured; and therefore, the additional regulations have been adopted. I am well satisfied that neither you or the President could have seen the great injustice which will be done to the purchasers, or you would not have suggested or he have approved them. It must be admitted that the white citizens of the States are and should be as much the objects of the care of the President, as the Indians; and it is not desired to place them in a better situation. If the first instructions may receive such a construction as may lead to frauds upon the Indians, the latter instructions must operate with certain injustice to the whites. The one may happen, the other must. The one may be within the range of probability, the other must inevitably take place. It comes within my own knowledge, that more than thirty thousand dollars, and I have no doubt more than double that sum, has already been paid to the Indians for their reservations; and if those instructions be adhered to, and insisted upon, all that money will be jeopardized if not entirely lost.

All that was intended by the insertion of that clause in the treaty requiring the approval of the President to the contracts, was to protect the Indians from frauds, and was not intended as an engine of injustice and oppression to the whites. These regulations will operate most oppressively upon the whites; and will not the Indians be sufficiently protected by the 2d article of the original instructions, which requires that payments should be "made," to the satisfaction of the Indians, and clearly
established, in the opinion of the approving agents? What more ought to be required? Can it be necessary to protect the Indians from fraud and injustice, that actual fraud be practised, and positive injustice and oppression be done to the white man? I cannot believe such was your intention. Both are entitled to protection, and both would be protected in their just rights, under a fair construction of the 2d original article. The Indians who are entitled to reservations (the chiefs and heads of families) are not so easily imposed upon, and cannot so easily be induced to make declarations and acknowledgments; nor can men be readily found so abandoned as to swear to contracts and payments that have never been made. It will not be denied that some may be found so regardless of every moral and religious obligation; but their existence can afford no just ground for the exclusion of credible witnesses and the rejection of competent testimony. The same reason might, with the same force, be urged for the rejection of all testimony in our courts of justice. Besides doing much manifest injustice and oppression to the whites, and holding out inducements to the Indians to act fraudulently and dishonestly, the supplemental regulations cannot but produce many law suits among the whites and Indians. It is a well-settled principle of equity, that when one person has made a purchase bona fide and for a fair consideration, and another shall make a second purchase of the same property, knowing of the first purchase, the second person will be compelled to convey to the first purchaser. The application of this rule of equity will protect the first purchaser, although the location may not have been made prior to the time of the contract. It may be contended that this principle of equity will not apply, unless the party selling had a perfect title. The decisions, however, in the State of Georgia, are well settled, that when a person has an inchoate title or a right to a grant from the State, and sells, the second purchaser, with a knowledge of the first sale, will be deemed to convey to the first purchaser. Under our land lotteries, many cases have arisen where a person has drawn a tract of land, and sold before he has taken out a grant; although this is considered an imperfect or inchoate title, in the drawer, with a right to a grant, on paying the grant fees, it is such a title in the purchaser as will enable him to get a perfect one from the grantee or from any one to whom the grantee may make a second sale, and to whom the first sale was known. Now the Indians will have no grant or patents, but they have a right to a grant, by remaining on the land five years. Although the Government may prevent a sale for that time, and may for the same time refuse the patent, yet, after the expiration of five years from the treaty, the patent must issue to the Indian. He, the Indian, has a fee, conditional at common law, on the reservation. The fee is vested in him, subject to divestment only upon his failure to remain on it for five years. He has every right incident to an absolute title, but the right of sale, without the approval of the President. If he has not, how can he make a fee simple title, with the approbation of the President? It is an anomaly in legal language. It is a contradiction in terms, to say a man can convey more than he possesses. If, then, I am correct in this principle, and I cannot believe I am mistaken, the first purchaser will be able to obtain a decree either against the Indian or the second purchaser, (as the case may be,) to compel a conveyance to him. I will not
now further discuss the principle or its application. It is sufficient to
support the position that law suits will grow out of the instructions, that
many persons believe in the correctness of the principle and its applica-
tion to those cases.

Again: the laws of Alabama recognize contracts made with Indians,
and there can be no doubt that suits will be instituted against most of
the Indians for a failure to comply with the contracts of sale; and when
they may be unable to respond in damages, bills will be instituted to
compel specific performance of their contracts. It cannot be difficult to
determine whether they will be better protected by keeping them out of
the hands of the attorneys, or by allowing them to fulfill the contracts
already made, with reasonable guards to protect them from imposition
and fraud.

The supplemental regulations will also raise difficulties and throw ob-
structions to the policy of the General Government.

It is no doubt known to you, who are so well acquainted with the In-
dians, that it is a prominent trait in their character, when they have any
confidence in a man, to confide in him implicitly and entirely; and when
they cannot place full confidence, they repose none at all. Most of the per-
sons who have purchased have made their purchases through agents in
whom the Indians have almost unlimited confidence. Having made sale to
them, the Indians will not forfeit the confidence reposed in them, and
although some may, many will not be induced to sell a second time; unless
they can be permitted to comply with the contracts already made, they
will not remove from their reservations.

It is the policy of the President to remove this unfortunate people
west of the Mississippi, as soon as possible; and it must be obvious to you
that if many were to remain upon their reservations, this humane and
benevolent design of the Government would be long delayed.

As I have before said, many persons who are now in possession of
reservations have contracted with the Indians to whom the reservations
now belong, and are ready to comply with the terms of the contract.
Will they be intruders? and can they be turned out of possession by force
and without due process of law? These are important questions, and, with-
out doubt, deserve the serious consideration of the Department.

It is admitted that the 5th article of the treaty, provides "that all
intruders upon the country hereby ceded, shall be removed thereof,
in the same manner as intruders may be removed by law from other
public lands, until the country is surveyed and the locations made." Allowing
this section all the force which could be claimed for it, it can
only authorize the expulsion of Indians from the public lands by force;
and the question at once arises, Who are Indians on the public lands?
Can those persons be legally denominated Indians who have gone into
possession by permission of the very persons to whom the reserva-
tion belongs, and who were in possession and had made improvements at
the time of the treaty? If they can, the term Indian has lost its legal and
significant meaning. By the treaty, the Indian has a fee simple title in
the reservation, with all rights attached to such a title, except the right
of sale, and this he is only partially deprived of. He may sell with the
approbation of the President, but this condition is not attached to his fee.
simple title forever. It can only last five years from the time of the treaty.
The condition is then removed, and his fee becomes absolute; he has then a right to a patent, and no act of the President can deprive him of the grant, at that time; he can only be deprived of his rights by his own acts; he has then a right to make all contracts in relation to the land, (except a sale,) and the laws of Alabama have made Indians able to contract, and contracts made with them are protected, and can be enforced. Having at least this inchoate right, they have a right of possession to the reservation, and of course have a right to make such a contract as will give the white man a right of possession, and having obtained that he cannot be an intruder. But intruders can only be removed in such manner as intruders may be removed by law from other public lands, until the country is surveyed and the locations made. When, therefore, the country is surveyed and the locations made, some intruders cannot be removed by force from those reservations, ceded by that treaty to individual Indians, they cease to be public lands, and the remedy which has been given to the United States for the protection of public property cannot, under the constitution, be exercised in favor of individuals, whether white or red. In the opinion general, they are considered as public lands, and the opinion was given, when they were such, before the country was surveyed and the locations made.

Congress have not the power, nor have the President and Senate any authority under the constitution to give to the President the power to remove any persons, or intruders, from lands belonging to individuals. The laws of the United States, and all treaties made by them, within the powers granted by the constitution, are the supreme law of the land, but a treaty which is not authorized by that instrument has no more effect than an unconstitutional law. The United States have not the right, nor can it be granted to them, either by law or treaty, to resort to force against persons in possession of reservations belonging to individual Indians, lying in that tract of country over which the jurisdiction of a State has been extended, and where the civil and criminal laws are in full force. Unless I have grossly misunderstood the English language, I have the authority of Congress and of the President to support me on this subject.

The Legislature of the State of New York, after deliberate consideration of the subject, and consultation with the judges, declared that "the sole and exclusive cognizance of all crimes and offences committed within that State, except only such offences and crimes as were cognizable in the courts claiming jurisdiction under the constitution and laws of the United States, belonged of right to the courts holding under the constitution and laws thereof, as a necessary attribute of sovereignty." The Committee of Indian Affairs, in their report to the House of Representatives, only recognise, in this declaration of the State of New York, "the general principles that territory and jurisdiction, considered in reference to a State or nation, are inseparable; that one is a necessary consequence of the other, and that as a State cannot exist without territory, the limits of that territory are, at the same time, the limits of the jurisdiction." Again, they say: "The superior right of the State to the control of every inhabitant within its territorial limits, whether citizen or Indian, must prevail over every other inferior or inconsistent claim. The lands which constitute the object of the guarantee of the United States
will remain, to be enjoyed by them. All the States, within the limits of which any portion of their tribes may continue to reside, when they shall come to consider of a prominent policy in relation to them, will no doubt model it by a standard which the enlightened humanity of the age will approve as appropriate and just." The report of the committee, from which the above extracts have been made, was a response to the message of the President and the communications from the War Department, on the same subject.

The Secretary of War, in a letter to Generals Coffee and Carroll, says: "A crisis in our Indian affairs has arrived. Strong indications are seen of this in the circumstance of the Legislatures of Georgia and Alabama extending their laws over the Indians within their respective limits. These acts, it is reasonable to presume, will be followed by the other States interested in those portions of their soil in the occupancy of the Indians. In the right to exercise such jurisdiction, the Executive fully concurs." And again, in a letter to Mr. Forsyth, Governor of Georgia: "The principle asserted by your Legislature, of extending the laws of the State throughout her own territorial limits, appeared in itself so reasonable and well founded, that it was impossible, under all the circumstances presented, to doubt as to the propriety of the measure. At an early period, therefore, when the question arose, the Cherokees were given distinctly to understand that it was not within the competency or power of the Executive to call in question the right of Georgia to assert her own authority within her own limits."

The President, in his annual message of 1829, speaking of the same matter, says: "They (the Indians) should be distinctly informed, if they remain within the limits of the States, they must be subject to their laws. In return for their obedience as individuals, they will, without doubt, be protected in the enjoyment of those possessions which they have improved by their industry; submitting to the laws of the States, and receiving, like other citizens, protection in their persons and property, they will ere long become merged in the mass of our population."

The Secretary of War, in his report to the President dated the 1st of December, 1830, calling his attention to our Indian relations, says: "Before the States were members of this Union they were sovereign. The United States Government can legitimately exercise those rights only with which the States parted under their general compact. To regulate their internal municipal authority, is a privilege which has not been surrendered. Among those rights is the indisputable one of controlling their own citizens, and governing them after their own mode, with this exception—that a republican form of Government is to be secured to each. The States being independent and sovereign within their limits, can admit no chief upon their sovereignty, when there, in its exercise, it affects one citizen or another, the white or the red man. By courtesy the laws have been withheld from an interference with the Indians within a State; and that which heretofore was mere courtesy, is now insisted upon as a matter of constitutional right."

This reasoning of the Secretary of War is adopted by the President; and further to enforce it, in his message to Congress, he says: "The Indians may have a State, or not, as they please; the purchase of their lands does not alter in the least their personal relations with the State Government. No act of the General Government has ever been deemed
necessary to give to the States jurisdiction over the persons of the Indian
— that they possess by virtue of their sovereign power, within their own
limits, in as full a manner before as after the purchase of the Indian lands;
or can this Government add to or diminish it.”

If the principles contended for by the State of New York, by the Com-
mittee on Indian Affairs, and adopted by Congress, by the Secretary of
War, and by the President, be correct, and to my mind they are conclusi-
ve, and irrefutable, the Indians and all others must be left to the laws
of the State of Alabama, for redress and protection to their persons and
property; and there cannot exist a doubt that ample protection will be
afforded both to their persons and property, and adequate redress for any
injuries inflicted on either.

I have the honor to be,
Very respectfully,
SEABORN JONES.

To the honorable Lewis Cass.

Perrysburg, January 21, 1834.

Dear Sir: Br. Frank has purchased a piece of land of an Ottawa
Indian, (a chief.)
This land was reserved at the last treaty, and no doubt it was intended
by the Government that they should dispose of them.
In the treaty it was provided that it should be sold only by the consent
of the Government.
I wish to trouble you to go to Governor Cass with the enclosed deed,
and see what can be done with it. If it is confirmed, my brother wishes
to improve it; if not, should like his views about the matter.
Our winter is mild; no snow, and ice weak.

Very respectfully,
HOLLESTER.

Washington, February 14, 1835.

Sir: During your illness I received a communication from Judge
Hollester, which I have the honor herewith to enclose. I will thank you,
after examining it, to advise Judge Hollester direct, or through me if
you prefer it.

Yours, truly,

A. E. WING.

Hon. L. Cass.

Barbour County, Alabama.

I, William Head, certify that I was present at the receiving of the
Indians’ names entitled to reservations by Major Abbott, and that there
were several Indians’ names received that I was acquainted with that had
no family.

WILLIAM HEAD.
Barbour County, Alabama.

I, Jonas Jenkins, do certify that I was present at the receiving of the Indian's names entitled to reservations by Major Abbott, and that there were several Indians' names read, and that I have been acquainted with for several years, that were not entitled to land, agreeable to my construction of the treaty.

JONAS JENKINS, his x mark.

Barbour County, Alabama, January 23, 1834.

I do hereby certify that I was present when Colonel Abbott was receiving the Indians' names entitled to reservations, and I saw several Indians' names taken down that was not entitled to reservations, agreeable to my construction of the treaty.

JOHN C. WINSLET.

Irwinton, January 24, 1834.

Dear Sir: I have before me a letter from Elbert Herring, requesting that I should give information on the subject of frauds in receiving the names of Indians entitled to reservations, but his letter never came to hand till 22d January, and all the locations were completed in this part of the nation; but I will make some statements about the affair. I have called on some gentlemen for their information, and you have enclosed their certificates, and there are some other persons that it is inconvenient for me to see at this time. Mr. Winslet, who gave one of the certificates, says that he asked Mr. Abbott, the agent that took the census, if there was no way to detect these frauds from being imposed on the Government, and he answered that he was under the direction of the chiefs that were his guide; and that William Head says that he told Mr. Abbott that there were several persons that would give testimony that there were a number of persons gave in their names that had no family. And Mr. Jenkins tells me that there are many Indians and girls that gave in their names as heads of families that actually lived with their parents, and have not got any family yet, and have their reservations laid off to them; and also, that there were several families moved to Florida in 1830, and were gone after and brought back by the speculation company, and enrolled their names and immediately went back and remained until the time came to receive their locations, when they have been gone after and brought back and sold their land and have gone back to Florida. I asked the gentleman who came here to locate the Indians, what his instructions were respecting the occupancy of the Indians; he answered and said the oldest occupant held the piece of land where he lived; but he employed another gentleman to locate, and that was not the rule he pursued; and in locating the Indians they were suffered to go up and down the river, and select the rich land which was vacant ever since the Indians emigrated to Arkansas until lately. I understood that the price of land whereupon the town of Irwinton is situated lies before you for examination. I will state something about the affair: I was present at a meeting of the chiefs of the Usallon Indians, in
1830, when the Indians gave up the survey that was made to the citizen of Pike county, provided the Indians that lived on that piece could remain unmolested, which was agreed to. The Indians during that year sold their improvements to some of the whites—there were but two families—I saw one of them sell; he had two small houses and half acre of land cleared around his house, and received the sum of twenty dollars from Aaron Packer, Esq.; and the other person was a widow woman that had a house and about five acres of land cleared, and sold it for the sum of fifty dollars, and moved away. The speculators say to the Government agents that these people were forced to quit the town for safety of their lives; but it is not the case, for they remained unmolested until they sold out their improvements and moved away; so I think this being the case, no Indian has any right to contend for the town of Irwinton, as they have once relinquished their claim to the piece of ground, and I think it hard that the people who have had their improvements made here should fall into the hands of the merciless speculators, if there is any way to avoid it. I wish to hear from you on the subject.

I remain your obedient servant,

F. W. PUGH.

Hon. Lewis Cass, Washington City.

MONTGOMERY, ALABAMA, January 24, 1834.

SIR: We find ourselves under the necessity of asking your directions upon the following subjects, which affect our duties as certifying agents:

1st. We wish your direction in reference to the kind of security which we may be allowed or required to exact in cases of credit sales, and with whom and where these securities are to be deposited for safe keeping. The subject presented itself to us in so many embarrassing points of view, that we have felt ourselves compelled to act only on cash sales for thirty days, by which time any directions with which you may please to favor us may be received. 2d. There are many cases of deaths since the census; our course has been to locate the land as if the individual entitled to it had been living. We wish your directions in relation to sales of these lands; they involve the right of widows and heirs, the latter frequently minors.

Very respectfully, sir,

Your obedient servants,

J. BRIGHT,
ROBERT W. McHENRY,
J. J. ABER,

Certifying Agents.

Fort Mitchell, January 27, 1834.

SIR: I have the honor of reporting that I returned from Montgomery last evening, having left that place with Mr. Bright Friday last the 24th. Mr. Bright has authorized me to use his name, in recommending to
your consideration the propriety of having the orphan children's sections sold under the direction of the certifying agents. We think they will bring more in that than in any other way. Ten of them have been located by me, and are within the district in which Dr. McHenry will certify; the remaining ten will be located within the district in which Mr. Bright and Judge Tarrant will certify. The sales at Montgomery were very limited, in consequence of wanting the requisite plats from the land office at Florence. I understood from the register that he had plats for no more than twenty-five townships.

Very respectfully, sir, your obedient servant,

J. J. ABERT,  

Hon. Lewis Cass, Secretary of War.

FORT MITCHELL, January 27, 1834.

Sir: The disappointment experienced in Montgomery and its vicinity by many who had not been successful in their speculations, vented itself in illnatured remarks against Mr. Bright and myself and our assistants. He desired me to write to you upon the subject, and to state that an effort would probably be made to discredit the location of Macon and Tallapoosa counties, under the hope that, in a second scramble, those who were now disappointed might have another chance. We both remarked while there, and had the same repeated by our friends, that, if any well-founded complaints were lodged against any assistant, or any location, they would be investigated; but this course was not pursued; the complainants preferring to raise a general clamor, upon vague and malicious rumors. Mr. Bright observed that, where he was known, these would do him no injury, and I trust that I may appeal with equal confidence to those who know me.

Very respectfully, sir,  
Your obedient servant,  

J. J. ABERT,  

Hon. Lewis Cass, Sec'y of War.

MRS. COYLE'S, February 1, 1834.

Sir: Since I saw you I have received a letter stating that a report is in circulation among the people in the Creek country, and who have purchased reservations from the Indians, that an attempt is making, or would be made, to purchase all the reservations by the Government. As I heard nothing of this from you, or any one else here, I suppose the report is false. Will you do me the favor to let me know whether the Government has any such intention. If it is in your power to give me any such information, it will enable me to quiet their apprehensions, and greatly oblige,

Yours, respectfully,  
SEABORN JONES.

To the honorable Lewis Cass.
POLE-CAT SPRINGS, CREEK NATION,  
February 1, 1834.

DEAR SIR: Knowing that you are disposed to administer strict justice to the Indians, in conformity to the stipulations of the treaty, I believe your Excellency will pardon me for troubling you with this hint.

I have engaged in a contract with the United States agent to open a road through this nation, (or a part of it;) in attending to this business I have necessarily spent some months in the nation. During this time I have become acquainted with some of the transactions relative to the purchase of the Indian reservations. I believe, if fraud and corruption ever approximated to perfection, it has done so in this case.

From my own observation, I am induced to believe that a number of reservations has been paid for at some nominal price, and the principal consideration has been whiskey and homespun. I am informed, and, I think, from a source entitled to credit, since the agent commenced certifying to contracts between the whites and Indians, the whites carry an Indian before the agent, and while in the presence of the agent, the Indian receives a valuable consideration in cash; but with a special understanding that, as soon as the agent has certified, the Indian is to refund the money; with the exception of a few dollars. I am also informed that purchasers have frequently applied to Indians to buy, and the Indian refused to sell; the white man then goes to some other Indian, over whom he has influence, and takes him before the agent, and tells his name to be the owner of the land he wants to purchase; a contract is certified between the white man and the Indian, while the rightful owner has no knowledge of the sale of his land. I believe these statements can be established. If these statements were established, I think we should then be in the possession of the whole truth. I have no doubt but a great number of the Indians will consent to emigrate this spring, summer, and fall, if a proper course be pursued. I have been led to this conclusion from frequent conversations with some of the trading chiefs.

I have the honor to be, sir,

Your humble servant,

J. H. HOWARD.

To the PRESIDENT of the United States.

ATHENS, GEORGIA, February 3, 1834.

SIR: I pray you to indulge me in the liberty I have thus taken of inquiring in relation to contracts which may be made with individuals by the Creek Indians, for their lands located under the treaty of March, 1832. But before submitting my inquiries, I beg leave to state, also, the ground upon which they are made. I attended the sales proclaimed to take place on the 13th ultimo, at Montgomery, Alabama, for the public lands in the Creek country, with expectations of purchasing land; but found, on my arrival at the place of sales, that the quantity of land worth having, after taking out the Indian reserves, was so inconsiderable as not to be worth attention to an individual in quest of a body of land for the purposes of settling, comfortably, a large number of children. My attention, therefore, became turned to the practicability of making some purchases from the Indians. I have it in my power, I think, to purchase
a number of half-section reserves, which have been located to certain Indian families who are disposed to sell, according to the regulations provided for under the 3d article of the treaty, and to enrol for emigration. These reserves are all uplands of second quality, for which I am willing to give one dollar and twenty-five cents per acre, and to pay, in specie, to the Indian, in the presence of the certifying agent, the whole amount of the purchase money for each tract purchased; provided that, on these facts being regularly certified by the proper agent, accompanied with the contract in writing, I can be assured of receiving from the United States a title for each tract so purchased and paid for. I repeat, I will make no contract with any Indian for his land, without paying him down the amount in cash, at $1 25 per acre, in the presence, and under the particular inspection of the certifying agent; but on doing so, I desire, of course, to feel satisfied that the President will approve my contracts when certified in strict conformity to the regulations prescribed. Being aware of the fact that several large companies have been formed, who have exerted themselves in making contracts with the Indians, for purposes of speculation, and who, it is said, have bought up the greater part of the most valuable reservations in the nation, and that too on a credit, for all except a small sum paid as earnest money, with a view to secure the contracts, and that a suspicion of fraud and imposition is entertained by many in relation to these contracts, I am not willing to attempt any contract except such as are of a nature not susceptible of fraud or imposition. Hence, I propose, in the event of my purchasing of an Indian his land, to put the contract on a footing that cannot admit of suspicion. That is to say, for such lands as I may purchase I will give $1 25 per acre, cash, to be paid under the eye and immediate inspection of the Government agent of the district where the land may lie. I will further observe, that the lands which I shall probably have in my power to buy, are such as would not be likely to bring more, or very little more, if sold for cash at public sale by the Government. Having thus stated the grounds of my inquiry, suffer me now to ask whether contracts of the sort I have here proposed, duly certified by the proper agent, would receive the assent of the President? 2d. Are these agents in the nation to be continued in the business of certifying to contracts for any considerable time to come? Should there be any impropriety in my asking these questions, you will, of course, decline the answer and excuse the liberty I have taken. But, if the information desired can, with propriety, be afforded, may I not hope to hear from you at as early a day as may be convenient? For information as to my character and standing, I beg leave to refer you to General R. K. Call, of Floridä, who is well acquainted with me, and who, I believe, is at this time in your city.

Very respectfully, I am, sir,

Your obedient servant,

WM. WILLIAMS.

Hon. Lewis Cass,
Secretary of War, Washington city.

Fort Mitchell, February 5, 1834.

Dear Sir: I have in my possession powers of attorney from the Creeks west of the Mississippi, appointing you their agent, and revoking
all former powers. I will send them by the mail if a private opportunity should not offer. This subject is involved in some difficulty, by some letters from the Department rather encouraging the powers given in the first instance, and upon the strength of which purchases have been made before the locations. The parties interested appealed to me, and I promised, as far as I was concerned, to do nothing that would complicate the case, but to leave it as it was until it could be referred to the War Department. I think this course no more than just; and that no sales should be certified to in these cases till the Department could express its views. The cases are those of five of the 29 sections given to the western Creeks, and powers to act left by the Creeks who emigrated under Chilly McIntosh last summer. The Secretary has agreed to my request for permission to go home; and I shall leave in a few days. General Sanford, of Columbus, takes my part of the certifying.

Very friendly, yours,

J. J. Abert.

Judge Tarrant.

February 10, 1834.

Sir: I have a letter from Columbus, making inquiry as to the proper course to be pursued where the Indian has died since his right to a location was admitted, and he has left a wife and children. It appears they have been by the agents considered entitled to the reservation, but there seems to be some difficulty in regard to paying them, &c.

If the Department has not yet adopted any plan, I beg leave to suggest the following for consideration: If the Indian had more than one wife, let the purchase money be equally divided between them for themselves and their children; if but one wife, let her receive it for herself and her children. It may not be unknown to you that all the property an Indian woman has in her marriage belongs to her and the children she may have, and does not, upon her death or separation, go to her husband, but to her children.

The suggestion is respectfully made, without any particular partiality for it. Any plan the Department may adopt will be satisfactory. The purchasers are anxious to know, as soon as any one is adopted, that they may go on to comply with the contracts agreeably to the mode which may be proposed.

Will you excuse me for calling your attention to the claim for a pension by Mr. P. Hodges. The old man is deserving and in want.

I am, sir, yours, very respectfully,

Seaborn Jones.

To the honorable Lewis Cass.

P. S. I enclose an additional paper on Hodges's claim, which I presume will be satisfactory.

S. Jones.

Talladega County, Alabama,
Mardisville, February 20, 1834.

Sir: The package herewith transmitted was received by last Saturday's mail; and as the rights and interest of the western Creeks seem
to be involved, as well as that of other persons, I avail myself of this, the earliest opportunity I have had, to lay the whole matter before the Department for its consideration.

I have thought it best to send the original papers, as I have no intention to have any thing to do with this business, unless required by the Department. I have not been informed whether the reservations of the emigrants have been located, nor what part of the twenty-nine sections has been assigned to the western Creeks. It is also proper to state to the Department, that I am of opinion that none of those locations, if they are made, are within the district in which I certify.

Very respectfully,

Your obedient servant,

Hon. LEWIS CASS,
Washington City.

LEONARD TARRANT.

TALLADEGA COUNTY, ALABAMA,
Mardisville, February 21, 1834.

Sir: Though but few contracts have been made and certified in my district, there have been several applications to have the certificates or contracts transferred; as many of the purchasers of Indian reservations have no funds of their own, but purchase for other persons, who furnish the money, but have no influence with the Indians. If you think this subject worthy the consideration of the President, please inform me if he will allow of transfers, and in what manner they should be made.

Very respectfully,

Your obedient servant,

Hon. LEWIS CASS,
Department of War.

LEONARD TARRANT.

FORT MITCHELL, February 22, 1834.

Sir: I address you, not however to complain of what has been done in our locations, but, sir, to ask a favor which I think I am entitled to. My father, the Little Prince, (now no more,) settled on what is now section twenty-three, township sixteen, range thirty. The United States reserve taking a part of said section, leaves a fraction of one hundred and forty or fifty acres, which is a field I have worked ever since my father's death. My mother and myself both have our dwelling on north half of section twenty-two. When locating, my mother was put on said half section and myself on south, which is of no value at all. I wish to have given me the fraction twenty-three, unlocated and unreserved, and out of south twenty-two for quantity. The half section my mother is on is poor pine land; but of this I do not complain, nor do I think injury was intended to me. My negro houses and field are on this fraction; it contains the grave of my father, who was a great friend of the whites.

I hope, sir, this request will not be considered unreasonable; and, if not, I hope it will be granted. Hoping to receive justice,

I remain,

Your most humble and obedient, &c.,

SALLY PRINCE.

Hon. LEWIS CASS,
Secretary of War, Washington City.
Columbus, Georgia, February 27, 1834.

SIR: The land speculation has been carried to such enormous shameful extent, as to awake the sensibility of the better part of society to see the frauds practised upon the Indians in their true colors. A few hundred dollars purchases a large tract of country; by the money being paid out and immediately taken back, and again used, until the bills are almost worn threadbare. Another glaring act of fraud and villany is, the act of the locating agents making contracts before, and at the time of location, and becoming the purchasers of the choice lands. Your certifying agent at this place is a man of honesty and independence, and can furnish you with their names, &c.

Respectfully submitted, by

A CITIZEN.

Hon. Lewis Cass, Secretary of War.

Marésville, February 28, 1834.

SIR: Your favor of the 10th instant, on the subject of the credit system in the sale of the Indian reservations, was received by this day's mail. I am glad to be informed that no sales will be made, for the present, except for the cash; were it otherwise, it would be opening a door, as has been well observed, for a great deal of fraud and imposition to be practised on the Indians, and would be imposing on the Government and her officers a greater responsibility than would like to be borne. From the progress that is making in the sales of the reservations in this section of the country, I have little doubt but the Indians will all sell in a reasonable time. Some towns are selling rapidly; others are holding back, being under the control of the head men of the upper towns, who are opposed to selling at present. The towns adjoining and adjacent to the Cherokee nation are generally selling. I opened the office for certifying on the 3d instant; since which time, I have certified eighty-three contracts, I think, at fair prices, which amount to forty-one thousand five hundred and thirty dollars—making an average of one dollar and fifty-four and a half cents per acre. I would inform the Department that in locating the Indian reservations, we discovered a few Indians who were justly entitled to land under the treaty, but were not found on the census-roll. In a few of these cases, we have reserved their settlements until we could have the decision of the President on the subject. I would also inform the Department that there have been a number of Indians whose names were found on the census-roll refused reservations, being evidently not entitled under the treaty. I would inform the Department that I have located ten of the sections for the orphan children, which lie within my certifying district. These lands are generally of good quality, and mostly settled by and in the occupation of white persons, who are very desirous to know what disposition will be made of those lands, and what will be their situation if the settlers generally have to leave the reserves. In making out the account of expenses for locating, I omitted a small account, which I enclose. I failed to obtain his receipt when he quit the service, and have not been able since, without too much trouble.
I hope it will be added to the general account which I transmitted by last mail. Judge Tarrant has requested me to apologize to you for not writing by this mail; his public service, as Indian agent, has prevented. I am in hopes, for the future, he and myself will have it in our power to write more frequently. My best wishes for my old friend, the President, whilst I have the honor to be,

Very respectfully, your obedient servant,

J. BRIGHT.

The honorable LEWIS CASS.

TOPOGRAPHICAL BUREAU, February 28, 1834.

Sir: In a letter from Charles D. Stuart, John Fontaine, and George Hargraves, in reference to certain claims of Creek lands, I find the following sentence: "On account of this power we have been unable to have our claims certified to. Colonel Abert says the Department has committed itself"—speaking entirely from recollection: I have to state that the Creeks east of the Mississippi gave to those west five sections of land, being part of the twenty-nine sections of article six of the treaty of March, 1832. The western Creeks gave powers of attorney for the sales of these sections, and, under these powers, sales were made. Secondly, many of the Creek heads of families, entitled to land under the treaty, emigrated with Chilly McIntosh, and left powers of attorney for the sale of their lands, and, under these powers, sales were made. Such was the condition of things when I arrived in Alabama, in November last; but, before any locations were made, formal revocations of these powers were placed in my hands, and a knowledge of this fact communicated in conversation by me to the parties interested in the purchases under the first powers. These parties then showed to me certain letters from the Indian bureau, which, in their opinion, not only encouraged, but justified the purchases under the first powers. Although I did not agree with them in relation to these letters, yet, as they appeared to have been led into error by them, I promised this much, that, until they could communicate with the Department, and obtain its opinion of the case, I would do nothing to embarrass it—would sanction no sale of these lands to any one, and would communicate this determination to the other certifying agents. The revocations attended to, also contained a new power to the agent (Judge Tarrant) to sell; and, before leaving Alabama, these revocations and powers were sent by me to Judge Tarrant, with the view I had taken of the subject. Such is the present condition of the business. The question now is, Will the new agent, (Judge Tarrant,) in the sales of these lands, be authorized to take into consideration the bona fide payments under the first powers? The whole is submitted to your better judgment.

Your obedient servant,

E. HERRING, Esq.,

Commissioner of Indian Affairs.

COLUMBUS, March 1, 1834.

SIR: Owing to absence from this place, for the few last days, I was not honored, until this morning, with the receipt of your letter of the
17th ultimo, directing my attention to a copy of one addressed by a gentleman of Alabama to the President of the United States: I have, already, in mine of the 10th and 16th ultimo, intimated my belief of the truth of the charge which has been thus made, and have since endeavored to counteract its mischievous effects, by informing the Indian of the nature of his right, and impressing upon him a proper sense of its value. If I have failed in doing this, the fault may be traced to his own heedless and inconsiderate character, or to greater confidence in the representations of those whose interest it has been to deceive him, and who have not scrupled at any means of accomplishing their purpose. Unfortunately these have been, and will always be, of easy consummation, where there exists so great disparity in the ability of the parties, in the conduct of their affairs. It is but very recently that the Indian has been invested with an individual interest in land, and the great majority of them appear neither to appreciate its possession, nor to economise the money for which it is sold; the consequence is, that the white man rarely suffers an opportunity to pass without swindling him out of both: this, in all probability, will be the case as long as the Indian is permitted to exercise a free agency in his dealings with the white man. This privilege, whilst it is unrestricted, is merely the privilege to contract needless debts and to squander his money foolishly. Not only his inferiority subjects him to imposition, but unfortunately, the laws themselves afford him no protection against the most flagrant wrong. Under this view of the subject, I am indeed afraid the evils of their situation remediless. The case to which my attention has been particularly directed is within the district allotted to Dr. McHenry; but I doubt not that hundreds of similar character may have occurred in every other portion of the territory. Indeed, if one-half of the reports be accredited, a greater mass of fraud and iniquity was never exhibited among any people, or at any other period. But whence the remedy, or the manner of its enforcement? Power does not always accompany the necessity of its application: the strong will prey upon the weak, and although we may regret the practice, still it will be found most frequent where most successful; the means of preventing it may be possible, but I know of no plan short of absolute guardianship; and this itself is, perhaps, impracticable, from the want of proper legislation, or incompatible with the rights still left the Indian amidst the greatest injustice and oppression.

I have the honor to be,

Your most obedient and humble servant,

J. W. A. SANFORD,

Certifying Agent.

Hon. Lewis Cass,
Secretary of War, Washington.

Commissioners' Office, Fort Gibson,

March 3, 1834.

Sir: The chiefs and head men of the Creek nation west have laid before the commissioners of Indian affairs west, a statement and complaint of a fraud which they allege to have been perpetrated by their
own agents in the sale of five sections of land, allotted to them as their portion of the twenty-nine sections set apart for the use of the nation, by the 6th article of the treaty of the 24th of March, 1833. The commissioners having no power to grant relief in this case, have advised the chiefs to petition the President of the United States for redress. This they have done, and the only object of this communication is to recommend to the President a favorable notice of the complaint of the western Creeks on this subject.

I am, with great respect,
Your obedient servant,

M. STOKES,
President of the Board of Commissioners.

The honorable Lewis Cass,
Secretary of War.

TALLADEGA COUNTY, ALABAMA,
Mardisville, March 7, 1834.

Sir: Yours of the 17th ultimo, with the enclosed copy of a letter from J. H. Howard to the President, was this day received; I therefore hasten to reply. It is proper to observe that the Pole-cat Springs, and that part of the country where Mr. Howard has been engaged, is not within my certifying district, and that I have no certain knowledge of the conduct and practice of the purchasers of reservations in that part of the nation, further than mere rumor; this, however, vague and uncertain as it was, induced Mr. Bright and myself to adopt the most rigid rules we know how to adopt in conformity with the regulations adopted by the President for our government in certifying contracts, and I have the pleasure to say that, if it has not prevented fraud entirely, it has had the most beneficial effect. It was objected to at first by purchasers, but we have rigidly adhered to our rules, and now hear no complaint. We require the land to be valued and described, if under Government price, and require the purchaser to pay the amount of valuation, if it exceeds his contract with the Indian; but we do not require the Indian to take any stipulated price; he may ask what he pleases; and if the purchaser will not give it, we will not certify the contract for a less amount than the valuation; we have in no instance approved of. The valuation we require to be made upon oath. The following is the form of the affidavit of the valuers:

STATE OF ALABAMA,
Talladega County.

Personally appeared before me, A B, a justice of the peace in and for the county and State aforesaid, C D and E F, who, being duly sworn according to law, depose and say that they are particularly acquainted with, or that they have particularly examined the tract of land designated as the half of section —— in township —— in range —— east, in the —— land district, and that, according to the best of our judgment, the same is
worth —— dollars and no more. [If the land is valued to less than Government price, in this part of the affidavit we require a particular description of the tract; and whether below or above Government price the following is the conclusion:] We further say that we are no ways related to P Q, the purchasers of said tract of land, nor are we directly or indirectly interested in putting a less value on said tract of land than it is really worth.

Sworn and subscribed, &c. C D, E F.

As soon as we ascertain that the Indian is willing to sell his land and the purchaser to pay a fair consideration for it, the Indian assigns the deed, and the money is paid in our presence; we require the purchasers to take the following oath, and advise the Indian to take care of his money and not to spend it foolishly, &c.:

STATE OF ALABAMA,

Talladega county, &c.

I, P Q, do solemnly swear that, in the purchase from K, a Creek Indian, of the — half of section — in township — in range — east, in — land district, that I have actually and in good faith paid him — dollars, being the whole amount of the purchase money for said tract of land, and that I have not directly nor indirectly bargained with said Indian to receive back the whole or any part of said purchase money, nor will I, by myself or through any person else, take back any part of said purchase money.

Sworn and subscribed, &c. P Q.

These affidavits we file with a copy of the deed, which we retain, subject always for investigation by the proper authority. In conclusion, I will remark, that I have heard of but one case where an Indian assumed the name of another, and sold his land, and that case is in Mr. Bright's district, and from Benton county. Mr. Bright is now in Benton and intends to investigate that case thoroughly, and will refuse to certify the deed, and if certified, will report the case to the President, as he is a man of sterling worth and above suspicion. Now if there is any deficiency in our method of proceeding, I should be glad to know, that it may be corrected; and be assured nothing could give more satisfaction than to know I had merited and obtained the approbation of the President and yourself. Though our duties are of the most delicate and responsible kind, yet I do not despair of giving satisfaction in the discharge of them.

Very respectfully,

Your obedient servant,

LEONARD TARRANT.

GENERAL LAND OFFICE, March 8, 1834.

Sir: I have the honor to acknowledge the receipt of your letter of the 7th instant, stating that certain lands located as reservations for the Indians under the Creek treaty of 1832, have been sold at the late public
sale at Montgomery; and I have also received a letter from Colonel Abbot, the late locating agent, upon the same subject. In consequence of these letters, no patents will be issued for the lands therein mentioned, until full time is given for the investigation of the subject.

With great respect, sir,

Your obedient servant,

ELIJAH HAYWARD.

Hon. Lewis Cass,
Secretary of War.

SENATE CHAMBER,
March 8, 1834.

Sir: Messrs. S. Lane and H. H. Wyche, and perhaps others with them, have purchased the Indian reservations located for the Indian called Bruner, which includes the Talladega battle-ground. I am informed the contract has been fair, and a valuable consideration given. The parties are anxious to know whether the sale will meet the approbation of the President.

Will you be so kind as to give me information on this subject?

I have the honor to be, sir,

Most respectfully,

Your obedient servant,

GABRIEL MOORE.

Honorable Lewis Cass.

CHAMBERS COUNTY, ALABAMA,
March 12, 1834.

Sir: I have had the honor to receive your two letters, one of the 17th and the other of the 21st February, on the 11th January, requesting me to furnish you with such information as lay in my power respecting frauds which may have been practised upon the Indians. I have no doubt but some of the Indians are swindled out of a part of their money, and there is but one way to remedy it, and that is, to deposit one-third or one-half the amount of the money their lands bring in bank, to be paid over to them when they emigrate, and let them pay off their debts with the remainder, for they are very much in debt. If I have certified to a contract where it was a special understanding between the parties that a part or all of the money was to be expended, I do not know it. I have used every means in my power to detect any thing of the kind. There have been instances where the wrong Indian was brought before me for the purpose of getting their contract confirmed, but they did not succeed. Whether it was done through ignorance, or with a design to defraud, I am not at present able to determine.

At the time Mr. Howard wrote the letters which you transmitted me a copy of, I had certified to about ten or twelve contracts; five or six for General Woodward, and the same for Mr. Cook. I think those Indians were honestly dealt by.
On the 18th, 19th, 20th, and 21st February, I was at Fort Hall, and certified to a large number of contracts; this was subsequent to the date of Mr. Howard’s letter; I saw nothing like fraud there. The firm of Haden & Center paid, in the same bills, three different times. I stopped certifying for them, and in presence of the company, called on them for an explanation. They immediately produced receipts against a number of the Indians they had purchased from, to considerable amounts, which they acknowledged to be correct; the receipts were also witnessed by white persons; the different amounts had been paid in their presence previous to their contract being certified to, some one or two years before. The firm stated the Indians had paid them back what they had already advanced them. They have had a store in the nation for the last two or five years; they have furnished the Indians, in clothing and provisions, to a considerable amount, and a large number of them owe them considerable amount of money.

I have previously written to you respecting the firm of Doyle, Islands, and Strowd. I will further add, from the best information I can get, they borrow the money back from the Indian, and give their notes for the amounts; to be paid when they sell their lands, or when they emigrate to Arkansas. By this means they are contracting a debt with the Indians which they are not worth one-twentieth part of, and have it completely in their power to swindle them out of their lands. Suppose they would act in good faith towards the Indians, it would be three, four, or five years before they could sell the lands; consequently, would prevent emigration, for they would not leave until they would get their money.

I was at Columbus a few days since. General Sanford stated to me that, in several instances, they had produced the wrong Indian, and he had certified to the contract, and he had since detected it, and was investigating some of them when I was there. I am extremely cautious, and examine every case strictly. I have for some time back required two respectable and good judges of land to go and examine each tract, and state on oath what they think the land is worth.

I have the honor to be,

Your obedient servant,

ROBT. W. McHENRY,
Certifying Agent.

The honorable LEOIS CASS,
Secretary of War.

March 14, 1834.

Sir: The enclosed letter is from a gentleman of respectability, and the individuals he names are ready to sustain the correctness of the statement made. I much fear there has been something wrong on the part of the agents delegated to locate the Creek reservations; such is the general impression in Alabama. That you will cause a rigid scrutiny into the matter, I know.

Most respectfully,

Your obedient servant,

WILLIAM R. KING.

His Excellency ANDREW JACKSON.
Sir: Your letter of 17th February, 1834, enclosing the copy of a letter addressed to his Excellency the President, has been received, and the contents received that attention which their importance deserves. It will be observed by your Department and the President, that the charges exhibited in the letter of Mr. Howard relate to a different district from that in which I have acted as certifying agent. The certifying agents in the lower district commenced certifying contracts sometime before Judge Tarrant and myself had completed the locations, and when we were ready to certify deeds, anticipating that difficulties of the kind mentioned in your communication might arise, we determined to use every possible precaution to prevent their occurrence; we, therefore, required proof of the value of the land from credible men of age and experience, acting upon oath, not related to the purchaser, and wholly disinterested, that they had diligently examined the land (or were well acquainted with it) and that to the best of their judgment the same was worth so much and no more, a copy of which is here enclosed. We required the Indians to be present in every case where it was possible, and where they could not attend we required the best kind of proof of that fact, the money paid in our presence, and then required the purchaser to make an affidavit, of which the enclosed is a copy. In addition to all of which, every precaution has been used by me to identify the Indian selling, and when there was a doubt I have required proof of his being the identical Indian enrolled and located, and am satisfied that, so far as it can be done, every thing like fraud, if meditated, has generally been prevented. If after the deed has been executed, I hear of any improper conduct toward the Indian, by receiving back any part of the purchase money received, the certificate of the deed has been uniformly withheld until the matter was investigated and adjusted. I am satisfied that the Indians within my district (with a few exceptions) have received fair prices for their land, and that payments have been made in good faith; a few cases to the contrary may have happened, and wherever complaints have been made, I have been prompt in investigating the matter and withholding my certificate until I was satisfied of the fairness of the transaction. I cannot, sir, speak of what has been done in other districts: there may have been fraud practiced upon the Indian. I know there are men who, if permitted, are unprincipled enough to practice fraud either on the white or red man; but I am pleased to give my testimony in favor of the honorable course pursued by the generality of purchasers in my district towards the Indians, and should regret that titles should be withheld from them on account of a general charge made against purchasers in another section of the country. I know not but accusations may have been made against me; if so, I am at all times ready to meet an investigation, and when coming from a source which your Department shall think entitled to credit, I invite an examination of the whole of my acts. I may have often erred in my judgment and decisions.

No public man can expect to be exempt from slander, and when he may happen to be the organ through which a large amount of property shall be transferred from hand to hand, the chances for slander are generally equal to the number of disappointments. In locating the Indian...
reservations, those for the orphans and the 29 sections provided for in the treaty were postponed till the last, of which Abert located ten for the orphans and sixteen of the twenty-nine, leaving the balance to be managed by myself. Previous to the opening the offices for the sale of the United States lands, I was so hurried in preparing for those offices that I could only designate a number of sections out of which I expected afterwards, and when I would have leisure, to make the selections. I never till within the last ten days have been able to enter upon that duty. Upon examination of those sections designated, I have found that a portion of them are entirely worthless, and have selected others in their stead, which had not been selected or interfered with by any other claims. Believing that it was the wish of the President that the selections made for the orphans should be on land that would benefit that portion of the nation, I have taken some pains in making those selections, having at the same time a due regard to the terms of the treaty and the instructions of the President. There being no other lands that were suitable, these selections have been made on lands that are in the occupation of white persons, who feel a great interest in knowing what disposition will be made of them. If sold, I should like to see the settler become the purchaser at their value. These lands are valuable for farming purposes, and, if well managed, will produce an amount that will be of service to that portion of the nation. It has been rumored that Congress has, or perhaps will, pass a law for preferences to those who are settled in the territory. If such a law has passed, I presume it will not affect or operate on those reservations, even if the selections should be made after the passage of the law. I make those suggestions for the consideration of the President, and to avoid difficulty hereafter. I find, upon examination, that the assistant locators, in one instance, have done the Indians injustice, in not giving them land that they can either cultivate to make a support or sell for any thing, when they could have done otherwise, and complied with the treaty and the instructions of the President. I have, so far as it was now in my power, made other selections for them, on which they can make a support or sell for something, with an express understanding that they are not to be sold and certified until the President shall sanction or disapprove the alteration; and as it is of some interest to the Indians, I wish to be advised on this subject as early as possible.

I have the honor to be your obedient servant,

J. BRIGHT.

TALLADEGA COUNTY, ALABAMA,
Mardisville, March 22, 1834.

Sir: Your letter of the 21st ultimo, enclosing a letter addressed to General J. W. A. Sanford, in which you say, in relation to impositions said to be committed in the purchase of Indian reservations, "I am anxious that you should take every measure in your power to guard against these evils, and that you should suggest to the Department what-
ever may occur to you to prevent them." I hope the rules communicated to the Department in a former letter, which were adopted by Mr. Bright and myself, will be satisfactory. No other plan or mode of transacting our business occurs to me, which I think would be more likely to prevent fraud and imposition than those adopted; if, however, any of the agents could devise a better mode, or one that would be better calculated to secure the Indian from imposition, I would most cheerfully adopt it. Since the receipt of yours of the 17th of February, I have thought much on the subject, and have used the utmost vigilance to prevent impositions, and to detect any that may have been practised in former contracts. My opinion is, that contracts made and approved of in my district have been made in good faith, and if there are any impositions, they have not yet come to my knowledge. Herewith I transmit eleven deeds for the consideration of the President. No. 28 is still retained, at the request of the purchaser, as he proposes to introduce more evidence to establish the value of the land purchased by him.

Very respectfully,

Your obedient servant,

LEONARD TARRANT.

COLUMBUS, April 6, 1834.

Sir: Complaint having been made that certificates had been fraudulently obtained from the agent, by the introduction of other persons than the rightful owners of the locations, the charge has been fully and satisfactorily proven, and you will please withdraw the following contracts, as having been thus improperly submitted for the approval of the President; viz.: west half section 13, 16 township, 28 range, to William Rowland; south half section 27, township 23, range 26, to Eli S. Shorter and John S. Scott; south half section 11, township 14, range 29, Eli S. Shorter and John S. Scott; south half section 9, township 17, range 39, to Seth Love. For the two first mentioned, be pleased to substitute the enclosed contracts.

I have the honor to be, sir,

Your most obedient and humble servant,

J. W. A. SANFORD.

Hon. Lewis Cass,
Secretary of War, Washington City.

COLUMBUS, April 27, 1834.

Sir: Rowland's case, referred to in your letter of the 8th instant, is one of most palpable fraud, as has been clearly proven by the testimony of several respectable gentlemen, besides the assisting locating agent himself, (Blake,) who distinctly recollects and testifies that the true Nocose-yohold, is the Indian residing with General Phillips, who purchased his reserve. Rowland himself has since acknowledged this, and that the In-
Indian whom he endeavored to palm upon the agent as the true claimant, had but recently assumed the name of the rightful owner, no doubt to answer his own sinister purposes, for it appeared, in the course of the investigation, that although he had paid him in my presence $450 dollars, and subsequently swore to that amount as the consideration, yet he had recovered the whole from his Indian, with the exception of 30 dollars. In the establishment of these facts, the Department will perceive that Rowland has but little cause of complaint for the reversal of a decision made upon his own false and deceptive representations. The reason why the contract was not found among those examined by Colonel Abert, it had been returned from the office of Indian Affairs for the correction of some error, but upon the disclosure of the above facts, it was retained by myself, and the privilege requested of withdrawing it, as having been fraudulently obtained. My letter to this effect ought to have been received several days since; but I discover that another contract, which was likewise objected to, has been returned, with the approval of the President. This case (Shuohiye) was one of very gross imposition, and it appears that one of the parties has cunningly evaded an investigation, in the hope that, in the interim, the President would have given his assent, and thus preclude all further inquiry into the matter. The Department will pardon me for suggesting distrust from a particular quarter, but if I am not egregiously mistaken, it has sufficient cause for this in the person of Colonel Jones, himself an extensive purchaser, and general agent and manager of the Columbus Company. How far he may have interfered in providing the contract to be delivered to the fraudulent purchaser, is best known to the Department, but I do Colonel Jones no injustice when I say no man is more easily biased by self-interest, or has less scruples in any means which subserve it.

I have the honor to be,
Your most obedient servant,

J. W. A. SANFORD,

ELBERT HERRING, Esq.,
Cerifying Agent.

Office Indian Affairs, Washington City.

WASHINGTON, April 7, 1834.

Sir: In answer to a letter, with enclosures, from E. Early, Esq., I have the honor to report, that it relates to a complaint of Mr. W. Rowland, upon the subject of a purchase of a reservation of Creek lands, the location of which Mr. Rowland gives, and states it was purchased and paid for by him, and duly certified by the agent, and that the same tract was afterwards purchased from the same Indians, under a different name, by Mr. Phillips.

1st. Mr. Rowland is correct in his statement of the location of Nocoseyoholo, of the Cussetaws, of Tolanalha Hatchee, on the west half of 13, 16, 28.

2d. But it does not appear from the returns that this Indian has yet sold to any one.

3d. On examining the return of sales, the only sale to Rowland is from Kar-pick-char Emathlon, located on No. 22, 16, 28.

4th. Same returns exhibit no sale to any of the name of Phillips.
5th. It is highly improbable that a sale of land has been made to any other than the name affixed to that land on the rolls of locations. But as the complaint refers to a transaction under General Sanford, I respectfully recommend that all the papers should be transmitted to him for a report.

Your obedient servant, J. J. ABERT.

Hon. Lewis Cass, Secretary of War.

WASHINGTON, April 15, 1834.

Sir: It was not until this morning that I became acquainted with your letter to J. W. Sanford, J. Bright, R. McHenry, and Leonard Tarrant, Esquires, in which the following is the first paragraph:

"Return J. Meigs, Esq., of Athens, Tennessee, has been appointed by the President to visit the Creek country, in the State of Alabama, to institute an inquiry into the operations of the present mode of locating the reservations and certifying the contracts for the sale of them. The objects of this inquiry are to ascertain to what extent frauds have been practised upon the Indians, and to determine whether they can be prevented by any new regulations."

Notwithstanding the qualifying expressions of the succeeding paragraph, to the individuals named, it yet appears to me, that the application of the word fraud to the duties of locating and certifying is extremely harsh and unjustifiable. The few complaints of errors in the locations which have come to my knowledge, have been immediately attended to, and in cases in which the facts were correctly made out, have been redressed. Upon the subject of certifying, I have heard of no complaints whatever. Reports have been made of frauds practised upon the Indians after the duties were completed, by those who, under various pretences, have obtained back from the Indians the money which had been previously paid. But as both the Secretary of War and the President assured me that, in this stage, the money was beyond the supervisory power of the Government, it could not interfere in the case; and before a single contract was certified to, wrongs of this character to the Indians were anticipated, and a proposition made to the War Department to permit half of the proceeds of the sales to be retained for their benefit; but the course was not sanctioned, for the reason that when the Indian received his money, the Government could not interfere with his right of doing with it as he pleased. Frauds, therefore, with which the Government interferes, and which it has no power to remedy, cannot therefore be those into which Mr. Meigs is to inquire, and force upon me the plain conclusion, from the paragraph before quoted, that it must be frauds of the certifying and locating agents into which the inquiry is instituted. As a locating and certifying agent, I therefore call upon you to furnish me with any complaints which have been made in relation to the duties with which I have been engaged in the Creek country.

Very respectfully, sir,
Your obedient servant, J. J. ABERT.

Elbert Herring, Esq., Commissioner of Indian Affairs.
ATTORNEY GENERAL'S OFFICE,
April 15, 1834.

SIR: The question proposed to me in your letter of the 28th ultimo, relative to the claim of Messrs. Stuart, Fontaine, & Hargraves, to certain lands under the Creek treaty of 1832, arises on the sixth article of that treaty, which, so far as it is material to quote it, is in the following words: "Twenty-nine sections, in addition to the foregoing, may be located, and patents for the same shall then issue for those persons, being Creeks, to whom the same may be assigned by the Creek tribe; but, whenever the grantees of these tracts possess improvements, such tracts shall be so located as to include the improvements, as near as may be, in the centre."

Under the authority thus given to them, the eastern Creeks by deed, dated the 24th of January, 1833, granted to their brethren who had emigrated and settled west of the Mississippi all their right, title, and property, to five entire sections of the twenty-nine sections reserved to them in said sixth article, to be "selected and located as the President of the United States might direct—after the twenty-four of the twenty-nine sections which remained to them shall have been selected and conveyed to them—the said five sections being given subject to the disposal of the aforesaid grantees and their chiefs, in general or national council, to be by them resolved upon."

On the 1st of June, 1833, McIntosh and Tiger, describing themselves as agents, agreeably to the above-mentioned power of attorney, conveyed to Benjamin Hawkins and John Milton, of the State of Georgia, their heirs and assigns, the said five sections of land, with all the "rights relative thereunto, that they, the said western Creeks, are rightfully entitled to from said contract with the eastern Creeks." The consideration expressed in this deed is two thousand dollars, and the receipt thereof is acknowledged.

Hawkins and Milton subsequently conveyed all their right to these five sections to Messrs. Stuart, Fontaine, & Hargraves, who now claim to be rightfully entitled to a grant therefor.

None of the twenty-nine sections had been located at the date of either of the above instruments; and on the 28th of October, 1833, the chiefs and head men of the western Creeks executed a new power of attorney to Leonard Tarrant, which, without expressly revoking the power, authorized him "to ask, demand, sue for, and recover, of and from all and every person whatever that might be in possession of the five sections given to them by the eastern Creeks, and to locate the same, that they might be entitled to, and to use all lawful means in attending to the same," &c. And, under these circumstances, the question now submitted to me is, whether Messrs. Stuart, Fontaine, and Hargraves are entitled to the five sections referred to.

In order to a correct decision of this question, it is necessary to inquire, first, whether the western Creeks had capacity and power, under this treaty, to transfer to Messrs. Hawkins and Milton, or to the persons who have acquired the rights of the latter, any interest in the five sections referred to; and, if they had such capacity and power, then, secondly, whether it has been exercised in such a manner as to entitle the present claimants to the grant applied for.
1st. I assume as a principle that admits of no dispute, that, under the general policy of the Government in relation to these Indians, as well as the particular provisions of this treaty, they are to be considered as incapable of conveying to others any of the land reserved for them in the treaty, except in the cases and with the formalities specially prescribed in the treaty itself. On looking into the sixth article, it will be seen that it expressly provides that the twenty-nine sections shall be first located before patents shall be issued, and that, after such location, the patents shall be “issued to those persons, being Creeks,” to whom the same may have been assigned by the Creek tribe. In the present case, the five sections assigned to the western Creeks must, therefore, be granted by patent, after they shall have been located, to them; they cannot be patented to any other person. This is further evinced by the next clause, in which it is provided, “whenever the grantees of these tracts (the twenty-nine sections) possess improvements, such tracts shall be so located as to include the improvements, and as near as may be in the centre.” But, though the sixth article thus provides that the twenty-nine sections shall be granted by patent to “those persons, being Creeks,” to whom the tribe may have assigned them, it is entirely silent as to the power of these grantees to convey the same to others. It neither expressly authorizes any such conveyance, nor does it contain any thing to indicate, very clearly at least, that the framers of the treaty intended that these sections should be capable of alienation. But, notwithstanding the silence of the article on this subject, I think the better opinion is, that the patentees may convey, in the manner and under the restrictions prescribed in the third article, in respect to the sections authorized to be selected under the second article. The phrase, “in addition to the foregoing,” used in the sixth article, and evidently referring to the reservations granted in the second article, may be considered, by a very liberal construction, as placing these latter reservations on the same footing, in regard to the power of alienation, as the “foregoing,” and as this construction will not only correspond with the spirit of the treaty, but be more useful, both to the Indian grantee and to the white inhabitants than one which would confine these lands to the Indians and their descendants, my opinion is that it may properly be adopted. But there is not the least reason for supposing that the framers of the treaty could have intended to authorize a conveyance by the grantees of the twenty-nine sections on any other terms than those mentioned in the third article; and it is, therefore, important to examine that article with some care. It is in the following words: “These tracts (meaning those mentioned in the second article) may be conveyed by the persons selecting the same, to any other person, for a fair consideration, in such manner as the President may direct. The contract shall be certified by some person appointed for that purpose by the President, but shall not be valid till the President approves the same. A title shall be given by the United States on the completion of the payment.” On the fair construction of the third article, it prescribes the following prerequisites to the acquisition of a perfect title from the Indian proprietors, who will be, in the present case, the western Creeks in their aggregate or national capacity.

1. The selection must have been made, and the tract located.
2. The contract for conveyance must be for a fair consideration.
3. It must be made in such manner as the President, by previous rules, general or special, shall have directed.

4. It must be certified by some person appointed for that purpose by the President.

5. It must be approved by the President.

6. The payment of the consideration money must be completed. All these are considerations precedent to the perfection of the title.

Prior, therefore, to the location of the sections, the western Creeks had, in my judgment, no capacity to convey the five sections assigned to them by the tribe; and though, after such location, they might lawfully convey the same, either personally or by attorney duly constituted, yet it must be done in the manner pointed out in the third article, as above expounded.

2d. It is scarcely necessary to say that, if the preceding views are correct, the power of alienation has not, in the present case, been exercised in such a manner as to entitle the claimants to a grant. The five sections had not been selected or located when the conveyance to Hawkins and Milton was made, nor when they conveyed to the present claimants; the contract for the conveyance was not made in pursuance of any direction of the President, nor certified by the proper agent; and, though the two thousand dollars are admitted to have been received by McIntosh and Tiger, the fairness of the consideration and the fact of payment have not been shown to the President, nor has the contract been approved by him. I perceive, however, that it is suggested by the claimants that they purchased under the influence of encouragements given in certain letters written by the Commissioner of Indian Affairs; and copies of those letters have been submitted to me. It is obvious that the legal rights of the parties cannot be affected by suggestions contained in such communications; but, even if this were otherwise, I find nothing in the letters to which I have been referred inconsistent with the general conclusions above stated. In his letter to Mr. John Milton of the 16th of February, 1833, to which my particular attention has been called, the Commissioner says "that five sections of land have been granted to the nation west, and, after their selection and location, the nation can, by their general council, dispose of them, or authorize an agent or agents to dispose of them, for the benefit of the nation." Speaking of a former power of attorney which had been given to McIntosh and Hawkins, he says, "it is possible that, by the power of attorney to McIntosh and Hawkins, referred to in the agreement, they may be empowered to sell whatever land should be granted by the eastern Creeks to their western brethren. If not so empowered, the general council can authorize them by a full power of attorney for that purpose." By the grant of five sections, the western Creeks stand, as to them, in precisely the same position as the eastern Creeks stand to the remaining twenty-four, and the selections are to be made in the same manner." I assent to these suggestions; for, although no actual conveyance or contract of sale could be made prior to the location, yet, I think, it was competent for the western Creeks previously to appoint an attorney or agent to make sale of the sections when they should be selected; and, as the power of attorney afterwards given to McIntosh and Tiger (in pursuance, as is said, of the letter above quoted) not only authorized them to locate the
five sections, but to sell, compound, and agree for the same, I should have had no doubt as to their authority, after the location, to make a sale and conveyance, subject to the formalities prescribed in the third article, had their power of attorney continued-unrevoked. Before the location, however, that power was, in effect, revoked and determined by the execution of the new power of the 28th of October, 1833, to Leonard E. Tarrant; and the contract of the sale and conveyance to Hawkins and Milton, and from them to the present claimants, were also all made before the location.

I am, sir, very respectfully,

Your obedient servant,

B. F. BUTLER.

Hon. LEWIS CASS,
Secretary of War.

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HOUSE OF REPRESENTATIVES,
April 17, 1834.

Sir: Enclosed I send you a memorial of a number of respectable citizens of Benton, Alabama, remonstrating against the course pursued in relation to certain locations of Indian reserves in that county. The subscribers are represented as embracing the clerks, sheriff, and many other respectable citizens. It may be well to institute some examination into the facts stated.

I have the honor to be,
Very respectfully, &c.,

C. C. CLAY.

Honorable LEWIS CASS.

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HOUSE OF REPRESENTATIVES,
April 17, 1834.

DEAR SIR: I received the list of persons purchasing lands from the Indians, and whose contracts have been certified and sent on to the Department. You will please accept my thanks for it, and will further oblige me by sending me the contracts, when approved by the President, of the following persons: G. W. Dillingham & Co., Eli S. Shorter, and John S. Scott, M. W. Perry & Co., John H. Howard, Shorter, Tarver, and Shorter, John G. Worsham and James S. Calhoun, John J. Owens, John Fontaine, James Boykin, Elliott & Hargraves.

In some of the contracts I am interested, and the others belong to my friends and acquaintances, to whom I am desirous of transmitting them directly to their places of residence.

I am, sir, yours, very respectfully,

SEABORN JONES.

Honorable L. Cass.
HousE OF REPitESENTATIVEs,
April 22, 1834.

Sir: I received, this evening, your letter of yesterday. When I made application for those contracts, it was for the purpose of sending them to Judge Shorter, one of the persons to whom the lands were conveyed, and I transmitted them to him the same evening they were delivered to me.

I am, sir, yours, respectfully,
SEABORN JONES.

E. HERRING, Esq.

ATHENS, April 28, 1834.

Sir: Yours of the 11th instant, in which I am requested to proceed to the Cherokee country and institute an examination into all the matters connected with the emigration, and to visit the Greek country in the State of Alabama, and make some general inquiry into the present mode of locating the Creek lands, and the certifying of contracts for the sale of them, together with the accompanying papers, reached here in my absence from home, whither returned on the 25th.

Be pleased, sir, to assure the President that, as I have long entertained the opinion that the tranquillity of the States in which the removal of the Cherokee nation is situated, and the happiness, nay, the very national existence of that people, demand their removal from their present abode, it will afford me great pleasure to be of the least use to the Government in executing any plan that can be devised either for their immediate or gradual removal; and that I will proceed to perform the required service with as much despatch as may be consistent with the thorough examination desired. For a week or two, my courts will occupy me, after which, I will proceed without interruption, in the proposed examination, and report to the Department accordingly.

You have done me the honor to request my opinion whether the plan of removing the Indians in partial bands, has a tendency to accelerate or retard their final emigration.

I have always believed that if the treaty of 1817 had not been arrested in its operation by the convention of 1819, this people would long since have been west of the Mississippi. On account of its efficacy, and because its tendency is to subvert, by gradually undermining their power, the plan is exceedingly unpopular with the leading men, who had the address to procure its overthrow by the convention last mentioned. Now, also, they exert themselves with great effect to embarrass the progress of enrolment. Cases, I presume, are not wanting where those heads of families who subscribed the roll of emigration, and thus gave the first evidence of being desirous to remove, afterwards, on testimony to the arguments and persuasions of the chiefs, change their mind; and thus the duty reposed in the agents of the emigration is rendered very delicate and perplexing. The chiefs are divided into three classes; one friendly to emigration, a second desirous of treating, and the third determined, if possible, to retain their present possessions. The two latter are both equally opposed to emigration, and for the same reason, namely, that it weakens the party that are now so equally balanced, that no result will
ever be produced but by the vigorous prosecution of the emigration, the exact tendency of which is, to convince the third party above designated, of the absolute necessity of treating for the cession of the whole country, a consummation that is now, I have reason to believe, not very far distant.

My opinion, therefore, is, that the plan of removal in partial bands will accelerate, certainly not retard, the final removal of the Indians, because there is not the slightest probability that the chiefs of the third party would, for some years to come, entertain a proposition for a cession, were they left in possession of their ancient power undiminished.

I wish, however, not to be understood as advocating a plan of petty persecution, designed to make the chiefs willing to cede their country. This would not be the effect of a fair execution of the 8th article of the treaty of 1828. On the contrary, this seems to be the only feasible measure, so long as the chiefs remain obstinate, by which the Government can discharge the solemn obligation imposed on it by the tutelary relation that it sustains, to protect the inferior people of the nation.

But then this article of the treaty ought to be executed with the utmost good faith; and the agents of the Government ought not, on any account, to suffer their zeal for the service to transport them into the use of means that have no other justification than the attainment of the end. It is heads of Cherokee families desirous of removing, who are to be enrolled and compensated for the property by them abandoned. The questions to be determined by the officer who executes this provision, are—

1st. Is the proposed emigrant the head of a Cherokee family?
2d. Is he desirous of removing?
3d. Is the improvement he proposes for assessment his property?
4th. Was it made with the bona fide interest to use it in the regular course of agriculture?
5th. Was it made, not with the last view, but with intent only to have it assessed, and thus increase the emigrant's demand against the United States?

In the case supposed in No. 4, the improvement ought to be assessed and paid for as an amelioration. But when an improvement is made with the sole view of assessment, as supposed in No. 5, no regard would be paid to the preservation of timber, to the fitness of the improvement for agricultural purposes, and it therefore ought not to be regarded as an amelioration, or paid for as such. But—

1st. If the emigrant made it himself, he ought to be paid a reasonable compensation for his labor.
2d. If he hired a white man to make it with his money or personal property, he ought to be paid the money actually expended, or the value of the property given.
3d. If white men made it for the emigrant's good will, he ought to have no compensation; for what he never gave a valuable consideration for, cannot be regarded as his property by a fair interpretation of the treaty. Money or personal chattels expended in procuring improvements to be made, might be fairly enough treated as "property abandoned."

But the mere benevolence of making a white man the first occupant, is surely not "property," and improvements made by white men for that consideration ought not to be assessed.
If in any case it be thought expedient to give any particular emigrant a douceur on account of his influence in promoting the cause of emigration, a measure whose policy is to me more than questionable, let it be done directly in money from the contingent fund, and not through the forms of the treaty.

I have the honor to be,

Very respectfully,

Your obedient servant,

R. J. MEIGS.

To the honorable the Secretary of War:

Your memorialists, citizens of the county of Benton, in the State of Alabama, would respectfully represent that, previous to the land sales at Jumper Springs, the locating agent, James Bright, located twenty-seven sections of land in this county; which location was regularly entered with the register of the land office, and that land consequently reserved from sale; and also, that, after the sales of this county were stopped, in consequence of the surveys and plats not being there, the locating agent immediately changed the above twenty-seven sections of land, (or most of them,) and selected the most valuable tracts of land that could be obtained; which selections were not made in a body, as in the first location, but at distances apart, where only first-rate land could be obtained. Your memorialists would further state that, instead of taking whole sections, one-half would be taken in one place and one-half in another; and also, that the quarter of land reserved by act of Congress for each new county, was taken by the said removal and location, after having been regularly selected by the proper authorities, and the selections confirmed by the register or other proper person, at the land sales. Your memorialists would, in conclusion, respectfully represent that the first location was final, and that it could not be changed afterwards, for the purpose of giving the chiefs, or widows and orphans, tracts of land the most valuable in the country; and also, that, if the agent had the right of removal, that he should have made the selections in a body, and not have picked the land, or divided sections to obtain the best land; and also, that, if even he was right in all the above acts, yet your memorialists cannot believe that the quarter, properly selected for the county, could thus be taken away from them.

W. Arnold, C. C. C.
Warren Harris
Charles Lewis
W. C. Hofford
Jesse Harris
James Wood
James Crow, C. C. C.
S. P. Hollingsworth
Wm. B. Martin, jr.
Benj. Hollingsworth
William Beene
Jesse McBee

W. B. Hollingsworth
A. C. Robinson
Francis B. Smith
W. W. Boggess
John Hill
Charles G. Allen
Hezekiah Cross
David Wood
Spartan Allen
Jesse Beene
Moses Phipps
Jefferson Phipps.

March 25, 1814.
SIR: You will pardon me for calling your attention to the Indian contracts. I have written home that the contracts, as sanctioned, would be delivered to me, and I have several letters requesting me to take charge of them and send them to the purchasers. Will you permit me to add to the list in my letter of 17th April, the following names: Eli S. Shorter & Co.; Benjamin P. Tarver; Tarver, Moore, and Tarver; J. J. Tarver; Seth Love; James Kiolin & Co.; and Tyre G. H. Scott.

Yours, respectfully,

SEABORN JONES.

G. W. D. MINGHAM & CO.; ELI S. SHORTER AND JOHN SCOTT; M. W. PERRY & CO.; M. W. PERRY; JOHN H. HOWARD; SHORTER, TARVER, AND SHORTER; JOHN G. WORSHAM AND JAMES S. CALHOUN; JOHN J. OWENS; JOHN FONTAINE; JAMES BOYKin; ELLiot AND HARGRAVES; ELI S. SHORTER & CO.; BENJ. P. TARVER; TARVER, MOORE, AND TARVER; J. J. FANNIN; J. J. FANNIN & CO.; SETH LOVE; JAMES KIOLIN & CO.; T. G. H. SCOTT; RANDAL JONES; JOHN SIMS; L. W. HUDSON; T. S. WOODWARD; J. WARDSWORTH; A. AND C. ABERCROMBIE; C. ABERCROMBIE; ABERCROMBIE AND PERRY.

SIR: As soon as I received your letter informing me that the two contracts belonging to Shorter and Scott, which had been delivered to me for Judge Shorter, and which I had sent to him, were impeached, I wrote him, enclosing yours and a copy of General Sanford's letter; and, at the same time requested him, if he had not already transferred the contracts, to return them. On Saturday last I received his answer, endorsing both the contracts, to be returned subject to the order of the President. They are herewith enclosed, with his letter. Judge Shorter positively denies the imputation of fraudulent, which had been applied to him by General Sanford; and his immediate return of them, and the circumstances attending their attainment, which he is prepared to support by affidavits, afford the best evidence that General Sanford has used a term not warranted by the facts. From this statement it appears the contract for section 11, 14, 29, was, by mistake, made with the wrong Indian, though he was of same name with the one entitled to that number, but who belonged to a different town; that the Indian from whom Judge Shorter bought has not yet disposed of the land to which he is entitled, and that it was agreed between the parties litigant and the agent, that Judge Shorter's contract should be returned and altered in the presence of the agent, and sent back to be approved by the President. I hope this arrangement will meet the approbation of the President, and that he will permit me to return the contract to Judge Shorter for that purchase. I have no doubt his pledge will be redeemed, and readily add mine to his, that if it be not adjusted, the contract shall be returned to the Department, to be disposed of as may be judged proper.
As to the contract for section 27, 23, 28, signed Shee-shi-ge, more difficulty exists, and it seems to me injustice has been done Judge Shorter. I will only add to the statement made by him, that both the woman and man were of the same town; were located, and but one registered; that as the woman remained in the town, and the man was not then residing in it, but had left it eight or ten years, it is now probable she is the one who was registered; that the English appellation John and the sexual distinction female being wanting, they are both in the same situation as to identity; and as Judge Shorter had made this purchase and paid his money long before, and this was known to the other purchaser when he paid his money and received his certificate, the equity of the case is entirely with Shorter, and the loss, if any, ought to fall on the adverse party, who, cautioned beforehand, had voluntarily placed himself in such a situation. This conclusion is drawn from the statement of Judge Shorter, the truth of which I have no doubt, and which he says can be supported by affidavits.

As the money he has paid will be wholly lost, it seems but reasonable and just that an order should be made that affidavits be taken, under such directions and restrictions as may be deemed proper, and transmitted to the President, that justice may be done to the parties. This is the more proper, from the intimation that the testimony of the parties is usually received as evidence before the agent. The readiness with which Judge Shorter has again placed the contracts under the control of the President is high evidence of the correctness of his conduct, and his disposition not to avail himself of any accidental advantage, and will, I have no doubt, be properly appreciated.

If the first contract (section 11, 14, 29) can be returned, it may be important that it should be done without delay; and as the second (section 27, 23, 28) seems to be a floating location, it may be in the power of the President to take such order as to protect both purchasers.

I am, sir, yours, respectfully,

SEABORN JONES.

Hon. Lewis Cass.

COLUMBUS, May 2, 1834.

DEAR SIR: Yours of 22d instant has been received. The two contracts to which you refer, you will observe were certified one on the 13th and the other on the 14th February, and were approved, one on the 15th and the other on the 16th April. Ample time had been given, one would think, for any complaint. Again, Sanford's letter is dated 6th April, and in it is concluded the contract of Seth Love. Now, when I received your letter I had an interview with Sanford, in which he informed me he had received the contract of Love; if so, his letter must have been received and acted upon at Washington before my contracts were approved. If it was intended to send mine back, why was it not done when Love's was returned?

I think Sanford might have found a milder and more appropriate term to use than that of "fraudulent;" but, as he has used it, I must take occasion to say that, in its application to me, it is untrue. All who know the
difficulty in reconciling the sound of Indian names with their registry; the great number of Indians of the same name; their wandering character; the great number who gave in out of the towns to which they belong, &c. will at once perceive that a man, trading with three or four hundred Indians from different parts of the nation, can scarcely avoid, in some instances, getting hold of the wrong Indian, and this, too, without the least taint of fraud. It should be remembered, too, that Indian countrymen are almost the only persons who make any difficulty in such cases; that they can by Indian testimony prove any thing, particularly when (as is the practice here) it is permissible to let the parties make statements in their own favor as testimony; such a practice, indulged in and encouraged, will involve the whole country in one scene of confusion and litigation.

That the case of the contract for section 11, 14, 29 was an error, I have no doubt; for, upon the investigation before the agent, it appeared very clearly that there were two Indians of precisely the same name, in two adjoining towns. The Indian from whom I purchased was certified to the wrong town, and his land remains undisposed of; it was then agreed by the other purchaser, the agent, and myself, that my contract should be recalled, and that the deed should be so altered, in the presence of the agent, as to include the right tract of land, and then be sent back for approval. I should have sent this contract back to you as soon as received, but as they were both purchased for the same company, one by Sims and the other by Shorter and Scott, I only waited to see Sims, in the hope that an arrangement could be made for him to have my Indian certified, and for me to assign over to him my contract, and this, no doubt, is yet the best plan. If the President agrees with me, you can return the contract, and, if I fail in making the arrangement, I pledge myself to return the contract to the War Department.

The case of Shee-shi-ge is about to be decided, in my opinion, contrary to right and justice. These are the facts: I purchased from a woman by the name of Shee-shi-ge, who is a Uchee, and at the time of registering the names of the Indians was, and yet is, at the head of a family. She was born and raised, continually resided, and yet resides in the Uchee town. The adversary party purchased from a man universally known by the name of Shee-shi-ge, or John, who is a Uchee, but who resides, and has for some eight or ten years, full fifty miles from his town. The name upon the record is Shee-shi-ge, without any addition whatever, and the practice has been almost universal, when the Indian had an Indian name and an English one also, to register the name with an alias: this is not done in the case. It is also the custom to add the word female, when the Indian is of that sex, but this has by no means been general; this also, has not been done in this case. There was some testimony that the man was located, but no testimony whatever to which of the two had been registered; they were both, under the treaty, entitled to land. My purchase was known to the adverse party when he paid his money and received his certificate. There is no chance for the return of my money or any part of it. If I lose the land I lose all. If the above facts will entitle me to the lands, in the estimation of the President, I can support, by affidavits of disinterested persons, the whole of the facts most clearly. If he thinks they do not entitle me to the land, you may say to him, to
give it at once such a direction as he thinks just and right. The President
certainly had the right to decide this question without being considered
"the Government," and because the contracts have, by accident or
otherwise, been passed beyond his control, I am unwilling to withhold
any of them from his action, so that I return cheerfully for his revision.
As to making cases for the courts of Alabama, I should consider it un-
fortunate to sit president, and will do all I can to prevent a single case
from being transferred from Washington there for decision.

Although I am a private man and interested in this matter, I must take
this occasion to say that it is unfortunate and dangerous that the contracts
should be held back so long after certification, for there are materials in
the nation fit to create any manner of difficulty, and it is in a place and
amongst a people where it is next to impossible to find the truth; dele-
only increases the chance for such materials of art. You will, of course,
write me fully upon this subject.

Yours, respectfully,

ELI S. SHORTER.

P. S. I have rescinded the sale of section 27, 23, 28. I forgot to say
that this was a floating location.

CHAMBERS COUNTY, May 15, 1834.

Sir: I had the honor to receive yours of the 16th April on the 4th
instant. The letter you had reference to has not come to hand. In sev-
eral instances in my district there is more than one Indian located on
the same half section. I have written by to-day's mail to Colonel Alert
on the subject. On section 7, 22, range 26, I think there are five per-
sons. I think there are one or two instances in Macon county where the
wrong Indian has been brought before me certified to; they were certi-
fied to R. G. Hayden and R. E. Center. I shall start to Macon to-mor-
row, and will ascertain if any error of fraud has been practised upon me,
and will write you on my return. Those contracts I have referred to have
been forwarded about five weeks since. I have forwarded by to-day's
mail seventy-five contracts.

Yours, very respectfully,

ROBERT W. McHENRY.

E. HERRING, Esq.,
Washington City.

CHAMBERS COUNTY, May 15, 1834.

Sir: When I commenced certifying I found there would be consid-
erable difficulty, if I did not establish some uniform rule by which to
be governed, respecting the oldest contracts made between the whites and
Indians. I therefore made it public, that I would give the preference in
the oldest contract or bond, provided the contract or bond was made
subsequent to the location, and the purchaser was willing to give a fair
price for the land. If he was not willing to give what the land was
worth, then let the second purchaser take it. I also require two respectable persons, disinterested farmers, and good judges of land, to examine and price the same, and state on oath that he believes the valuation placed upon it a fair price for the land and as much as it is worth.

I have a case before me which I would ask your advice upon. An Indian by the name of Tommy Thlocco, sold his land to Nat. Macon Thornton, and he took his bond for the same; he afterwards sold to Holloway and Smith. They knew at the same time that he had previously sold to Thornton, and also knew that I always gave the preference to the oldest bond or contract. They brought the Indian before me at a time when Thornton was not present, and got the contract certified to. A few minutes afterwards Thornton came forward and claimed the purchase; the Indian also acknowledged that he had sold to Thornton first. The lot of land was certified at $400. It appears they were doubtful the case would go against them. I was informed afterwards by a gentleman that was present, that they afterwards took back all the money from the Indian, and borrowed ten dollars in silver from my informant, and gave it to the Indian, and was to pay the remaining $390 when the patent issued. I wish to have your opinion whether or not it would be right for the oldest bond to hold. If you should decide in favor of the oldest contract, I think it will settle the question, and I shall have no further trouble on that point.

I will ask your opinion on another point, that is, whether or not I am entitled to office fees. Two of the certifying agents, Tarrant and Bright, are charging office fees; the purchasers are willing to pay them; they frequently insist on my receiving something.

I have frequently to furnish paper and blank bonds for them, and ride about to different parts of my district for the convenience of the Indians and the purchasers; the whole amounts to a considerable tax. I see no impropriety in receiving a remuneration in that way for my trouble and expenses.

I have forwarded by to-day's mail seventy-five contracts.

Yours, very respectfully,

ROBERT W. McHENRY.

Hon. Lewis Cass,
Secretary of War.

P. S. I have retained Tommy Thlocco's bond or contract until I hear from you.

HENRY COUNTY, ALABAMA,
May 25, 1834.

Dear Sir: Under the late treaty made with the Creek tribe of Indians, General Welborn was appointed sub-locating agent.

I had settled upon a tract of land which had been vacated by the Indians for some time previous, viz.: fractions No. 27, 28, and 34, range 29, township 9. I had contracted with the Indian who last occupied them, supposing his claim good. General Welborn made his entry upon his books at my house, and located the said Indian with whom I had con-
tracted on said fractions, in the presence of a gentleman who lives in Milledgeville, Georgia, whose veracity no person who knows him would doubt. He, Welborn, afterwards finding that he and Dr. Robertson, another sub-locating agent, would have no chance to purchase the land, erased the name of the individual first located, and inserted the name of another; and further, upon finding that I was about negotiating with him for the land, and that I would succeed, his name was erased, and the name of an Indian, brought from Florida for the purpose, was inserted, with whom they had previously bargained for the land, and under whose transfer they now hold a claim to the premises.

The whole transaction, not only in this, but all others within my knowledge, has been a base fraud; and though I am unknown to your Department, should doubts be entertained of the truth of what I have here stated, I only ask an opportunity to prove by creditable and good testimony the facts here set forth.

Your obedient servant,

ELIAS MILLER.

Address me at Franklin, Henry county, Alabama.

Honorable Lewis Cass.

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HOUSE OF REPRESENTATIVES,

May 26, 1834.

Sir: I have waited in daily expectation of receiving from your Department the contracts for Indian reservations which you were good enough to promise should be sent to me some days past. Will you be so good as to let me know whether you have changed your determination, or when they will be sent to me? I am anxious to know, that I may reply to my correspondents.

I am, sir, yours, respectfully,

Honorable L. Cass.

SEABORN JONES.

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TALLADEGA COUNTY, ALABAMA

Mardisville, May 30, 1834.

Sir: On the receipt of your letter of the 2d ultimo, on the subject of the purchases made by Milton and Hawkins, from the Creeks who emigrated under Chilly McIntosh, and the subsequent sales to Stuart, Fontaine, and Hargraves, I immediately communicated to the persons concerned in the purchases upon the points which I was requested to furnish information, and called upon them to enable me to comply with your instructions. The papers herewith transmitted were furnished a few days since by Fontaine and Milton, who have been to see me on the subject, and contain all the information I have been able to procure in relation to the transaction, in order to support Buckham's testimony. The conveyances from the Indians, as evidence of the contracts between the In-
dians and Milton and Hawkins; these instruments were attested by various respectable witnesses; the amounts stated in the deeds agreed with those mentioned in Buckham's statement, and were receipted for by the Indians respectively. Buckham's affidavit was submitted to explain the nature of the contracts, and to prove the payment to particular individuals of the greater portion of the money. To sustain the statement they produced, and the amounts of individuals against the Indians to whom the payments were made, and which payments were receipted for, General Abercrombie's receipt was exhibited to prove the payment of eighty dollars to him. The written statement of Hawkins, properly attested, was then submitted, of his having paid to McIntosh the balance that was not accounted for by these payments. The evidence of Milton's having paid the full amount to Hawkins, which he said he had paid to McIntosh, in Milton's statement, his contract with Messrs. Stuart, Fontaine, and Hargraves, are explained, and the nature of their respective interests, with propositions about the value of the land; the conveyances, first, from the Indians to Milton and Hawkins, then from Hawkins to Milton, and then from Milton to Stuart, Fontaine, and Hargraves, were all submitted. I have obtained the statement of Milton, and herewith transmitted it, not because I deemed it proper evidence, but thought it might throw some light on the subject. The evidence of Fontaine is herewith transmitted; and though he is interested in the purchases, he is a wealthy and respectable merchant, and would not probably make any unfair representation in writing, in violation of the situation of any person. It can, however, go for what it is worth, and no more. It will be difficult to come at the value of the reserves, as they are not located in the same town, nor, indeed, in the same county. Another difficulty occurs to my mind on this subject, viz.: If the aggregate value of those reserves should not exceed the aggregate amount of the prices paid by the purchasers, yet individual reserves may not each have obtained the true value of his or her particular reservation.

Very respectfully,
Your obedient servant,

LEONARD TARRANT.

ELBERT HERRING, Esq.

HENRY COUNTY, ALABAMA,
May 31, 1834.

I herewith transmit to your Excellency a charge of one of the many impositions of the sub-locating agents of Indian claims in the late purchase of lands in the Creek country in this State. The particular case which I shall state, is one in which I myself was personally interested. A short time after the treaty was made, and ratified by the General Government, I removed to the section of country, and purchased from an Indian by the name of Jack, fraction 27, in range 29, township 9. Jack was then (at the time I purchased) residing on the fraction, and I gave him a fair and bona fide consideration for it. Some short time after I purchased it, General William Welborn, the sub-locating agent, was at
my house on the said fraction, and then being engaged in locating duties, located the said Jack on the said fraction, and informed me that my rights to it were good, and such as would be recognised by the Government. Some time subsequently, however, he and Doctor Robertson, the other sub-locating agent, located three Florida Indians on that fraction and the adjoining fractions 22 and 34, both of which I had in possession, (claiming by occupancy,) and they, together with their partners in speculation, Batie, Seever, and Welborn’s brother, purchased all three of the fractions from the aforesaid Florida Indians. I further state to your Excellency that Batie brought up a number of Indians from Florida, for the avowed purpose of speculating on that plan, and that number of them have been located on lands which were purchased immediately after by said two sub-agents and their coadjutors. I further state to your Excellency, that this company of speculators seek throughout the whole country for the best and most valuable sections or fractions of land; and having a clan of Indians subservient to their views, locate one on each and immediately purchase it. Their plan of purchasing so much is by an artifice, of which, perhaps, they are entitled to the invention: they pay the Indian down in paper money, (generally about five hundred dollars,) and one of them takes him off a few paces from company, and gets the money back from him in exchange for flattering promises, which he prizes much higher. As to the general charges stated here, I refer your Excellency to all the respectable citizens in the counties of Henry, (those near the line of Barbour,) Barbour, Russell, Cass, &c., in this State; as also the citizens of Randolph, Stewart, and Muskogee, in Georgia; those living near the Chattahoochee river, for many of which I refer your Excellency to General Sanford, the certifying agent; and for the first charge—that of locating the Indian Jack on fraction 27, I refer your Excellency to Benjamin V. Iverson, Esq., of Columbus, Georgia, and Major John H. Howard, of Milledgeville, Georgia. I deemed it my duty as a citizen of the county to apprise you of such gross abuses of public confidence, that you may at least check their further abuses.

I am your Excellency’s

Very humble servant,

ELIAS MILLER.

Hon. Lewis Cass,
Secretary of War.

GENERAL LAND OFFICE,
June 2, 1834.

Sir: It having been represented to this office that the sale of the east half of the northeast quarter of section 23, township 19, range 4 east, in the Coosa land district in Alabama, was illegal, in consequence of that tract being included in the location of an Indian reservation under the Creek treaty of 1832, I will thank you to inform me if that half-quarter section has been thus reserved.

Very respectfully, sir,
Your obedient servant,

ELIJAH HAYWARD.

The honorable Lewis Cass,
Secretary of War.
June 20, 1834.

Sir: In answer to a letter from E. Hayward, Esq., Commissioner of the Land Office, dated the 2d instant, I have the honor to report.

The letter states that the sale of the east half of the northeast quarter of section 23, township 19, range 4 east, in Coosa land district, is represented as illegal, in consequence of that tract being included in the location of an Indian reservation, under the Creek treaty of 1832, and wishes to be informed if that half quarter has been so reserved.

The locations in that range were under the superintendence of Mr. Bright, and by his returns, which have just been received, it appears that the entire section 23, township 19, range 4 east, has been duly assigned as Indian reservations; and also, that the entire north half, embracing the quarter in question, has been sold to an individual by the Indian entitled to it, and the contract duly certified to by the certifying agent.

Very respectfully, sir,

Your obedient servant,

J. J. ABERT,

Lt. Col. T. E.

Hon. Lewis Cass,
Secretary of War.

COLUMBUS, June 3, 1834.

Sir: I have forwarded to you by to-day’s mail six packages, containing one hundred and forty-two certified Creek contracts, numbered from 391 to 533.

Very respectfully,

Your obedient servant,

ROBERT W. McHENRY.

COLUMBUS, June 3, 1834.

Sir: I had the honor to receive yours of the 3d ultimo on the 28th. In respect to the two contracts you returned, I shall be able in my next letter to satisfy you that the proper Indian in each case was brought before me. The Tommy Hadjo which Chilly McIntosh had reference to, is of Thlu-katch-ka, or Horse-path-town: Th-tath-lo Hadjo, was merely a mistake in spelling his name. I wish you would retain the contracts of Woxiho-Latta, of Tallissee, and Fuetulusy Hadjo, Clewalla, each of them certified to Hayden and Center. I think in those two cases the wrong Indian has been brought before me. Both the Indians that were brought forward were of the above names, but of different towns. I have forwarded six packages, containing one hundred and forty-two certified Indian contracts. I forwarded seventy-five about twelve days ago.

Very respectfully,

Your obedient servant,

ROBERT W. McHENRY.
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LIST—Continued.
Received from the War Department the contracts for Indian reservations, of which the above is a list, to be sent to the parties to whom they belong.

SEABORN JONES.
TALLADEGA COUNTY, ALABAMA,
Mardisville, June 7, 1834.

Sir: Your letter of the 13th ultimo, with the deed from Walter Grayson, jr. to Irwin Lawson, in which a mistake had occurred, has been received. The deed, corrected, and herewith returned, conveys the land on which said Indian was located, and which he really sold to Irwin Lawson, and was valued by the valuers. For the location of this reserve permit me to refer you to the original roll, which will be forwarded this day. The correction does not show the township that I advised you that it ought to have been; this latter mistake has been corrected, by reference to the original roll.

Permit me to call your attention to an error mentioned in my letter of the 19th April. It is the deed from Clehadja, No. 30 on the census-roll of the Talladega town, to James Barnes, for the west half of section four, township nineteen, and range four east; it ought to have been for the west half of section twenty-five, in the same range and township.

Please afford me an opportunity to correct this error as soon as practicable.

I am, sir, very respectfully,

Your obedient servant,

E. HERRING, Esq.,
Washington City.

Leonard Tarrant.

The number of the deed, if it is numbered, is 33.

McNAIR's, June 11, 1834,

Sir: Direct information, which I am frequently receiving on the subject of the speculations of citizens of the United States on the Creek reservations, induces me to recommend that no contract with those people be confirmed, until the circumstances accompanying and following such contract be strictly investigated.

The impositions are not practised in the making and consummation of the contracts, but after the purchase-money has been paid. As soon as this is done, the Indian is enticed into a room, (and it is said, for the most part, by the purchaser himself,) where he is plied with whiskey, till he is gotten into a humor to be wheedled out of his money, by loan or otherwise. Next morning he is found dead drunk in the street, rifled of his money, except in most instances a few dollars; and the report is at once put in circulation that he has been robbed of, or has lost it. These are the reports, and I have them from respectable men directly from the scene of action, who add, the frauds committed are incredible, and, to be believed, need to be seen.

In a letter addressed to Judge White, dated May the 7th, I had the honor to suggest to him, to be laid before you if he judged it proper, a plan for the prevention of these frauds, which, I presume, has been communicated to you, and which I now submit to you, not without some distrust of its practicability, but with none of its inefficacy, if practicable. It is as follows:

1. Let an agent be appointed by the Government, with the assent of the reservees, to value the reservations.
2. Let the Government advance one-third or one-half of the estimated value of his land, not to be paid to the reservee himself, but to be employed by the agent, 1, in paying a certain portion of the reservee’s debts; 2, in removing him to his people beyond the Mississippi; and, 3, the residue to be paid him there.

3. Let the Government sell the reservations as public lands, and, out of the proceeds, reimburse itself the advance made to the owners; pay the residue of their debts here, and the balance to the owners at the Creek agency west of the Mississippi.

Unless the purchase-money of the reservations is directed to be paid west, it will be vain to attempt to prevent frauds; and I hope to be authorized to propose such an arrangement. Otherwise my visit thither will be ineffectual, except in collecting evidence of the impositions which have been already practised.

Your obedient servant,

Hon. Lewis Cass,
Secretary of War.

R. J. MEIGS.

POLE-CAT SPRINGS, MACON COUNTY,
June 14, 1834.

Sir: Enclosed you will find a certificate of a tract of land purchased by us, and regularly certified by the proper agent. This land was located by the Government agents, and assigned to the Indian whose name is mentioned in the certificate, viz: Ta-gin-nan. This piece of land has since been sold at public sale. As we have purchased and paid for this land, we wish you to give instructions to the register or receiver of public moneys (should either of them be the proper person) to refund the money to the purchaser, that we may obtain this land, which belongs to us; our claim being just, we trust you will not fail to see our interest protected. We would beg leave further to state, that there were several Indians, heads of families, &c., whose names were entered on the list of the agent who was employed to take the census, but by some mistake their names were not returned to the Government. Are there no means by which these Indians can obtain their lands? Many of them are principal chiefs in the nation. These circumstances can be proven. For your guidance, I herewith enclose you a list of their names.

Your most obedient servants,

HAYDEN & CENTER.

Hon. Lewis Cass, Washington.

June 18, 1834.

Sir: I have the honor to acknowledge the reference to me by your orders of two letters from Elias Miller, Esq., upon the subject of certain locations of Creek lands.

Upon the particular cases stated it is not in my power at present to report, but I shall send a copy of the letters to General Welborn, and as soon as his answer is received will lay it before you.
General Welborn was the principal deputy locating for Barbour county, was recommended to me by many highly respectable citizens, and in his intercourse with me, established in my mind a strong conviction of his honor and strict integrity; and in justice to him I must also state, that the letter of Mr. Miller is the first impeachment of either that has ever come to my knowledge.

The locations of Barbour, between three and four hundred, were entirely confided to him, (except those of the floaters, which were made by hazard in the office, with his assistance,) it not being in my power to visit that county.

But the basis of this complaint, as well as nearly every other that has been made, appears to rest upon an irregularity in the purchaser, and consequent disappointment of his hopes in the location. This irregularity consisted in making the purchase before the location was made.

As far back as May, 1833, the directions of the President, communicated in a letter from you, expressly prohibit the recognition of any contract entered into previous to the locations and the instructions to the certifying agents, and declared that "no contract will, under any circumstances, be considered as of any validity, or be approved by the President, which shall be made prior to the issuing of these instructions."

These declarations I was directed to make public, and accordingly did so. The same principle is maintained in other letters on this subject, and is again distinctly recognised in the instructions to the certifying agents, article 12, as follows: "A contract for any tract may be certified as soon as a proper locating agent shall assign it to an individual Indian."

From the foregoing, then, it will appear that no right can be invested in any purchaser until after the locations were made; and upon this principle the agents have acted, and no contract has been entertained by them, the date of which is not in accordance with the directions of the President.

Purchases were, however, made, in disregard of these directions, and prior to the locations. Then, when the locations were made, as it could not always happen that the judgment of the locating agent would agree with that of the purchaser in reference to the Indian right, the latter would of course experience a disappointment. This will, I think, prove to be the foundation of Mr. Miller's complaint.

The lands located were the lands of Indians; the rights involved were the rights of Indians; the wrongs done in locating, wrongs done to Indians; and the redress, if any, is due to them. Complaints, therefore, in relation to the locations, ought not, in my opinion, to be entertained, unless from Indians, or in their behalf. If from an interested purchaser, they at least possess a doubtful aspect, and if he had waited for the right time to purchase, could not have existed, as he would then have known what land he had purchased. Mr. Miller also asserts that certain Florida Indians were located. This is undoubtedly an error; no Indians were located but those whose names were in the census book. This book was delivered to me as a guide to the locating agents. The census was taken about a year before the locating commenced, and by agents different from those employed in locating. If there were Florida Indians enrolled in it, the fault is in the census agents. It is true the locating agents had au-
authority to correct the census, but it is equally true the orders about locating and certifying did not admit of the necessary investigations for such corrections; the census had therefore to be taken as handed to me, for our guide.

Mr. Miller, in alluding to the contract of Welborn and others, also says: "I further assert to your Excellency, that this company of speculators seek throughout the whole country for the best and most valuable sections or fractions of land, and having a clan of Indians subservient to their views, locate on each, and immediately purchase it." This charge of fraudulent action against General Welborn in his locations is so full of error, that it leaves great doubt in my mind of the correctness of any of the information which may have induced Mr. Miller to write. His letters are dated the 25th and 31st of May, 1834. Welborn received his instructions on the 8th of December, 1833, and made his returns on the 25th of the same month, when his functions ceased. Full five days (and the last of them) of this time were spent with me on business at Fort Mitchell. He was therefore actually in the field, and locating but 13 days. The returns of these locations were delivered by me to General Sanford, the certifying agent, about the 1st of February, and constitute the record upon which he certifies to contracts. Need more be said to show the palpable errors upon which such accusations of frauds are made? Mr. Miller also remarks that, in many instances, the money paid to Indians for their lands in the presence of the certifying agents, is afterwards, under various pretexts, again obtained by the purchasers. Such facts have been frequently reported, but I believe the opinion is, that the Indian has a right to do what he pleases with his money, and that this stage of the business is beyond the reach of Executive control.

Very respectfully, sir,
Your obedient servant,
J. J. ABERT,

Hon. Lewis Cass.

WASHINGTON, June 27, 1834.

Sir: You will receive enclosed a letter from Mr. Cary to me, making some inquiry relative to the sections of land reserved to the Creek nation. Will you do me the favor to let me know whether it is the understanding under the treaty that the sale of those lots are also subject to the approval of the President, and must be made before the agent, and the money paid before him; and whether a sale and conveyance before General Sanford, at Columbus, and certified to by him, will be considered sufficient, or must they be made before the agent for the particular section of country in which the lands may happen to lie? Mr. Cary lives in Columbus, and I suppose it will be more convenient for him to perfect the sale there than at any other place. As I expect to leave this place on Sunday morning, I shall be much obliged if you can give me an answer to this letter, and the inquiries, to-morrow.

I am, sir, yours, respectfully,
Honorable L. Cass.

SEABORN JONES.
CHEROKEE AGENCY,
July 17, 1834.

Sir: I leave here to-morrow for the Creek country, where the Department will please address its communications to me, at Mardisville.

I acknowledge the receipt of your letter of the 28th ultimo, respecting the general arrangement of the Creek business I proposed in mine of the 11th. Real difficulties encomprise this subject, but I cannot yet despair of the feasibility of making a satisfactory adjustment of it. Should any thing occur of this kind, I will take the earliest opportunity of communicating it to the Department.

Most respectfully,
Your obedient servant,
R. J. MEIGS.

Honorable LEWIS CASS.

TALLADEGA COUNTY, ALABAMA,
Mardisville, July 18, 1834.

Sir: Your letter of the 16th ultimo has been received, in which you say it has been intimated to the Department that I have been in the habit of taking office fees for extra services in the performances of duties pertaining to my office as certifying agent, &c. Now, in reply, permit me to observe that the charge is not true. It has, in my opinion, grown out of this circumstance: Mr. Bright and myself adopted the form of a deed, which, in our opinion, conformed to the regulations adopted by the Department, a copy of which we sent to Montgomery, the nearest printing office to this place, which is about eighty miles, and had a number of blank deeds printed; and when purchasers of Indian reservations applied for these deeds, I have invariably charged one dollar for the deed and copy, but have in no instance required them to take our deeds. Those furnished by the purchasers, when in proper form, have never been rejected; and it has always been optional with them whether they would take them or furnish their own. It could not be expected that we would furnish the deeds for nothing. Gentlemen could have had their own deeds printed, if it had been their choice, and they would have been received; but, in no instance have any fees for extra services been taken, unless the selling of deeds can be construed into extra services, which, I presume, will not be so considered by the Department. If, however, it is considered wrong by the Department for me to sell the deeds which I have on hand, I will in future require the purchasers to obtain their deeds elsewhere; and until I hear from the Department I will sell no more deeds.

Very respectfully,
Your humble servant,
LEONARD TARRANT.

ELBERT HERRING, Esq.
Examination of Tuskinah, Little Doctor, Tuckabatchee Mico, and Coosa Tustunnugga, four of the principal chiefs of the eastern Creeks, touching the allegation of their memorial of the 19th July, 1834, to the Secretary of War, that certain of the ninety principal chiefs, mentioned in the treaty of the 24th of March, 1832, between said eastern Creeks and the United States, have not been located agreeably to the provisions of said treaty.

1. Which of the said ninety principal chiefs are alluded to in said memorial?

Answer. Ahhalocco Yoholo, Tomatla Mico and Tustunnugga, of Tuckabatchee; Lautty Mico and June Boy, of Clewallie; and Octache Mico, of Usala.

2. State the particulars of the case of Ahhalocco Yoholo.

Answer. The Tuckabatchee town is situated on the west side of Talapoosa river, on section five, township seventeen, range twenty-two, and the town of Talasa, on the east side of the river, on section four, same range and township. The chiefs of both towns agreed that Ahhalocco Yoholo, who is a brother of Opothle Yoholo, should take section four, which includes the Talasa town-house. But when the locating agents came to make the locations, some of the people of Talasa, who had long had improvements on the section, set up their claims to the land, refusing to permit Ahhalocco Yoholo to be located thereon. Accordingly, a man, called Kubbits Tsutsulee was located on one-half of the section, and an old woman, whose name is not recollected, was located on the other half. Mr. Haden, a speculator, then present, gave Kubbits Tsutsu one hundred dollars, and sent him right off. But Mr. Haden had not apparently interfered with the location in any way. It was unknown to us who were the oldest settlers in said section four. It was a town, and a number of Indians lived upon it, but Ahhalocco Yoholo had lived before and at the date of the treaty on the same side of the river with Talasa, but about a mile above. He was a chief of Tuckabatchee, not of Talasa.

3. Where was Ahhalocco actually located?

Answer. He was located, we understand, somewhere in the piney woods west of Tuckabatchee. He has not seen his location, having been "floated," as others were, without having been shown his land.

4. State the particulars of the case of Tomatla Mico.

Answer. In the council held at Tuckabatchee, to adjust the locations of the chiefs of that town, the section including the Ottersea town-house, adjoining the section assigned to Tusseki Mico, (that is, to section thirteen, township seventeen, range twenty-one,) was designed for Tomatla Mico; but the people of Ottersea, who had improvements on that section, contend for their right to hold those improvements, and Tomatla Mico was "floated" off into the piney woods west of Tuckabatchee. He has never gone to see it, and knows nothing of it. Tomatla Mico had never lived on the section thus designated for him, but the Ottersea chiefs agreed that this section should be assigned to him, it being the understanding of the Indians that when one of the towns interfered with another in their locations, one of them should "float." One of the speculators had bought from certain people about Line creek, and had bought
them and settled them, before the locations, in the deserted houses at Ottersea; and when the locations were made, an Indian called Kotchi Micco, who resided there, but had not sold, claimed half of the section. The conflicting claims were settled by lot, and half of said section fell to said Kotchi Micco.

5. Why was it that the chiefs of Talasa and Ottersea gave way to the Tuckabatchee chiefs?

Answer. A great many mean people were settled in both towns, who had sold before the locations, and the agreement relative to the location of the mile chiefs above mentioned, was made between the chiefs of the three towns, in order that the town-houses and adjoining lands, falling into the hands of the chiefs and more substantial people, might be preserved. But this design was frustrated in the case of Ahhalocco Yoholo and Tomatla Micco, by the claims of the common Indians, residing in Talasa and Ottersea, founded on improvements.

6. State the particulars of the case of Tustunnugga.

Answer. The council, spoken of above, did not designate any particular section of Tustunnugga; but he authorized Coosa Tustunnugga to select a place for him, and he did so by chopping some trees on a section about nine miles west of Tuckabatchee town-house. While the agents were making the locations in the vicinity of Tuckabatchee, Coosa Tustunnugga attended Mr. McBride, one of the deputies, and obtained from him a promise to go on the next day and locate Tustunnugga on the place selected, which he, Coosa Tustunnugga, was to show him. He did not come agreeably to appointment, and Tustunnugga was “floated” with the rest, it is unknown to them where. Said Tustunnugga now lives on the Talapoosa, sixty or seventy miles above Tuckabatchee, either on public land or on that assigned to some other Indian, and has never seen his location. The land selected for Tustunnugga lies vacant; neither whites nor Indians live on it, or about it.

7. State the particulars of the case of Lautty Micco.

Answer. He is present, and will speak for himself.

Examination of Lautty Micco.

1. What are the circumstances of your location?

Answer. All I know about it is, that I lived in Clewallie, a town, the section including which was taken by older settlers. I do not know that I have been located at all; Tuckabatchee Micco told me to follow the locating agents to Fort Mitchell, and ascertain where my land lay. I and June Boy went, according to his advice. I found all the agents there, and requested Colonel Abert to locate him on the section including Cubi Hatchee bridge, which I thought vacant. Colonel Abert referred me to the deputy, McBride, who informed me that other Indians were located on that section, and that Lautty Micco was located about three miles north from Clewallie. But I have never gone to see the land, because when a person dont like a thing he never goes to see it. No one has offered to buy it. It is rocky, piney woods.

2. Did you select a place, and request to be located on it?

Answer. I did, a short distance from Clewallie, but that was given to
an Alabama Indian who had a house on it. I never selected any other place.

LAUTTY MICCO, his + mark.

8. State the particulars of June Boy's case.
Answer. He is also present, and will speak for himself.

Examination of June Boy.

1. Of what do you complain? State the particulars.
Answer. After the treaty was made, and it was known at home that there were ninety principal chiefs who were to have a mile square each, the head chiefs told him and Lautty Micco that, as they both lived in Clewallie town, they must take the sections including the town, and it would make no odds if other people did live on it. The land speculators wanted the land as well as I did, and they told the locating agents that there were older settlers on the sections including the town. The locators determined to make the locations on this principle; and Santul Fixico and Tuckabatchee Fixico being acknowledged to be the oldest settlers on the land, it was agreed that they should have it. But it turned out that the name of Tuckabatchee Fixico was lost, that is, could not be found in the census, though given in, and they gave his half of the section, at last, to Hicoakka, who sold to Scurlock. The other half was given to Santul Fixico, who sold, under the influence of threats made against his life, to Zimmerman, but gave up the money to the purchaser's interpreter, and was here yesterday to complain, but got drunk.

2. Did you make a selection, and request to be located on the place selected?
Answer. Yes, I selected a section in the prairies, and made an improvement on it; and I accompanied Mr. Collins, when he made the locations there, and requested him to locate me on the section thus improved; but I was informed that Captain Walker had bought a claim of an Indian who was located on the land. I asked Captain Walker whether he had bought it, and he said he had bought from Fixico Hago his claim, and had paid him part of the money, and had had him located on the land, and paid him the balance. Fixico Hago never had any improvements on the land, either before or after the treaty.

3. Did you make another choice? If you did, were you located thereon, and are you now satisfied with your location?
Answer. Yes; I made choice of another section, adjoining the section on which Tuskinah has located, and I am content with it as my third choice. But there is another thing I want to mention.

4. What is it?
Answer. I lived, at the date of the treaty, with my mother-in-law, Betsy Riley, on the Federal road, on a place which I gave up that she might be located on it; and I thought it would be done, and, in fact, that it had been done; but it seems that, through mistake, perhaps, she has been located on the east half of section eight, township sixteen, range twenty-two, when her improvements, houses, &c., are on the west half, on which Neha Hago, a "float" of Thloblocco town, is located. I wish this altered. I knew nothing of the mistake till I was told of it by Mr. Collins, the locating agent.

JUNE BOY, his + mark.
9. State the case of Octache Micco.

Answer. He belongs to another town, and we know nothing of the particulars. Opothle Yoholo probably does, but he is absent.

TUSKINAH, his x mark.

TUKABATCHEE MICCO, his x mark.

LITTLE DOCTOR, his x mark.

COOSA TUSTUNNUGGA, his x mark.

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SUMTER COUNTY, ALABAMA, July 25, 1834.

Dear Sir: Provided the floats granted to the Indians shall be allowed to take precedence of pre-emptions, would it cut out the right of pre-emption entirely when the float was located, after the passage of the act, on a pre-emption right? Please inform me on this subject, as it would relieve the anxiety of very many persons who it is anticipated, will be thrown in this situation from the floats, at Jameston, Sumter county, Alabama.

Your obedient servant,

THOMAS JEFFERSON LYON.

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COLUMBUS, GEORGIA, August 1, 1834.

Sir: One of the subjects of the inquiry which has been committed to my hands by the Government, as you were informed by letter from the Commissioner of Indian Affairs of April 11, 1834, being to determine whether the frauds practised on the Creeks, in certifying the contracts for the sale of their reservations, can be prevented by any new regulations, I have the honor to propose for your adoption the following regulations, in addition to those already prescribed; and you will please adopt them provisionally, subject to be countermanded by the Department of War, on my report of them.

1. In cases where the purchaser of the reservation has demands against the reservee for property sold previously to the certification of the contract, he will be required to produce before you a statement of his account, showing the items of which it is composed, to which there shall be annexed an affidavit, taken before some justice of the peace, in the following form:

Personally came before me, A B, one of the justices of the peace within and for —— county, State of ———, C D, who, being duly sworn, made oath that the above-stated account is just and true; that articles therein specified were bona fide sold and delivered to the Indian against whom the account is stated, before any contract existed between him and said Indian, verbal or written, negotiated by himself or agent for the purchase of his reservation. Sworn and subscribed before me, the ——— day of ——, 183 —. C D. A B, J. P.

The account thus verified you will examine, item by item, and, if an exorbitant price has been put upon any article, you will allow claimant to retain out of the purchase money of the reservation expressed in the deed, only the fair market value of such article. The purchaser will re-
receipt the account in full, and deposite it in your hands; when the account exhibited by the purchaser is for cash advanced to the Indian, the affidavit verifying it will simply state that the account as stated is just and true, but the purchaser will not be allowed to retain any account which is disputed by the Indian.

2. Before certifying the contract, you will administer to the purchaser, or, where the purchase has been made by a company, to some member of such company, and not to their agent, the following oath: I do solemnly swear that the Indian whose name is subscribed to the annexed deed, is the same person to whom the land therein described was assigned by the locating agent, as I verily believe; that said deed, which purports to witness a bargain and sale of the land for the money therein respectively specified, contains the true and only contract or agreement, respecting either said land or money, which exists between me and said Indian; that I have not made, nor will I make, any contract or agreement with said Indian, to receive the consideration money in said deed specified, or any part of it, either by myself or agent, from said Indian, or other person acting, or pretending to act, for him, either in loan, or deposit, or pledge, as collateral security, or to be repaid in any other kind of money or otherwise; nor will I, by myself or agent, have any dealings with said Indian, directly or indirectly, whereby I shall or may receive back any of said money, unless it be for property hereafter to be sold and delivered to him in the regular course of trade, and at the fair market value.

The treaty reserves to the President the right of directing the manner of the conveyance, and the regulations now proposed are only such whose necessity has been proved by past experiences. It is to be regretted that fair purchasers should be subjected to the observance of a manner of conveyance so very strict and unusual; but it is hoped that they will cheerfully acquiesce in the necessity which has dictated it, and those not of that character must be put under restrictions. Those who succeed best in purchasing Indian lands owe their success to the influence which, in person or by agent, they have acquired over that people; and the regulations which have been hitherto observed, and those now proposed, are designed to prevent the abuse of that influence.

Your obedient servant,

R. J. MEIGS,

J. W. A. SANFORD.

COLUMBUS, GA.; August 2, 1834.

Sir: I arrived at the Creek agency, east, on the 24th ultimo, and immediately examined the records, kept by Mr. Tarrant and Mr. Bright, of their proceedings in the location and sales of the Creek reservations; Mr. Bright was absent, having established himself for a few days, for the convenience of those concerned, about thirty miles from the agency. I therefore declined suggesting any new regulations for the prevention of the frauds alleged to be practised on the Indians, until I should confer
with him and General Sanford. On the 26th I left the agency for this place, intending to see Mr. Bright on my way, and Opothle Yoholo, at Tuckabatchee, where is situated the favorite council-house of the Creeks. When I arrived, on the 27th, at Mr. Bright's quarters, I found he had left in the morning for the agency, and I was disappointed in seeing him. On the 29th I saw Opothle Yoholo and the other chiefs of Tuckabatchee, except Tuskinah, who was drunk, and arranged with them a meeting, to take place on Thursday, the 27th instant, which is to be attended by the chiefs of the nation generally, both of the upper and lower towns; this course I have taken, not that I find express authority for it in my instructions, but in order to adjust a plan upon which their complaints shall be made, and to let them know distinctly what they are to expect, and to prevent them from entertaining the idea which, it is said, is prevalent among them, that all which has been done is to be undone, both as respects locations and sales, especially the latter. On the same day and the next I continued my ride to Columbus, where I arrived about two o'clock on the morning of the 31st, in the stage, which I took at Fort Hall; I examined General Sanford's office, and conversed with him much on the subject of the frauds practised on the Indians, the perpetration of which, in the most unblushing manner, he unhesitatingly charges on almost all concerned in this speculation; and among them are men from whom society has a right to look for better things.

General Sanford entertains the opinion that the establishing of these frauds by evidence sufficient to authorize the President to withhold his approval of the contracts, will be extremely difficult, if not impossible; the respectable portion of the white population in the late Creek territory itself, as well as the whole community here, openly denounces the whole of those who have speculated in Creek lands as having made all their purchases with comparatively insignificant means, filched, by one device or another, successively from the first vendes to pay the last. It may be difficult to establish this, but it must be borne in mind that direct evidence of fraud is scarcely to be looked for in any case; and, though it is never to be presumed, yet it may be justly inferred from the existence of certain facts which are its usual indications. Whenever, therefore, such facts are established by proof, the fraud may be inferred; and the President would be authorized to withhold his approval until the facts, thus proved, are cleared up and explained by the claimant. I enclose the copy of a letter, addressed to General Sanford yesterday, containing certain new regulations and amendments of the old, which I have thought proper to suggest, and which meet his entire approval. He has suspended further certification of contracts until new forms can be procured, which will be ready to-morrow morning. He does not believe that any regulations would prevent the frauds, but thinks that, if they are committed henceforth, they must be accompanied with perjury also. In suggesting these regulations I have endeavored not to transcend the authority reserved to the President in the treaty, and hope they will be approved by the other agents immediately, so that a uniform course may be pursued by all.

Most respectfully,
Your obedient servant,
R. J. MEIGS.

Hon. Lewis Cass, Secretary of War.
MARDISVILLE, ALABAMA, August 18, 1834.

Sir: Your letter of the 7th ultimo, addressed to myself and Return J. Meigs, has been received, and will be attended to. Mr. Meigs has also seen it.

I am, sir, very respectfully,
Your obedient servant,
LEONARD TARRANT.

ELBERT HERRING, Esq.,
Office of Indian Affairs.

MARDISVILLE, ALABAMA, August 20, 1834.

Sir: The Department was informed, in my letter of the 20th instant, from Columbus, that a council of the chiefs would be held at Tuckabatchee on the 7th and succeeding days, and the purpose of that arrangement. They were not all assembled and ready to do business till the 11th, when I informed them that they had been called together at the request of their principal chiefs, who had negotiated the treaty, in order that they, and through them, the people, might be made acquainted with the determination of the Government to perform what had been promised in the treaty, in the most liberal and equitable manner. I told them that the President, having been informed, both by themselves and the white people, that the treaty had not been duly executed by those to whom that duty had been intrusted, and that many frauds had been practised on the Indians in the sale of their reservations, had sent me to inquire, on the spot, into the truth of the rumors that had been set afloat on the subject.

Then went through the treaty, as far as it relates to selections, locations, and sales of reservations, explaining to them, in the order contained in the paper herewith enclosed, that I should make inquiries into the manner in which it had been executed in those particulars, and report the result to the President.

By observing the same order in the remarks now to be made, they will be the more distinct and comprehensible.

I. The Indians appear to be satisfied with the manner in which the ninety principal chiefs were allowed to select their reservations, and also with their locations.

II. 1. A number of applications will be made by Indians who allege they were heads of families at the date of the treaty, and who from a variety of circumstances, are not now to be found on the census, and have not, been of course, allowed to select reservations. These omissions were inevitable, and the matter of surprise is, that they were not more numerous than they will probably prove to be on investigation. Much care will be taken to verify the claim of each applicant to a place on the census, and in every case, when it is practicable, the testimony of respectable and disinterested white persons will be sought after and taken.

2. The locating agents were instructed by the Department to verify the census previously to their final action on the subject of locations; but the tenor of the instructions shows that this verification was intended to purge it of those who were not heads of families at the date of the
treaty, and to that end, I believe, the examinations of the locators were exclusively confined. It is more probable, however, that many who were not heads of families should be inserted, than that one should be omitted who was. There is, however, no doubt but that many yet hold their places on the census, and have had reservations assigned them, who were not entitled. Since the passage of the pre-emption law, many persons have become interested to show this, who would otherwise have remained silent. Considering that the Government has twice acted on the census, first by the census taken proper, and again by the locators, by which means a list was prepared, which has been regarded as authentic, so far as to assign lands to all such as were left therein; that many of those persons have sold their lands; that the official records of the American people had better contain many unanswered complaints from themselves, than a single one from a dependent nation of Indians; that our people are stimulated, by the hope of obtaining pre-emptions, to attack the census list; that before this motive acted on them, these same persons had remained silent; and finally, that the perjury which bad men will be tempted and induced to commit, will doubly confound the confusion already existing—I have determined to leave all who are upon the census untouched, unless otherwise directed by the Department.

III. 1. With regard to the manner of taking the reservations, the language of this treaty is too plain not to be readily understood. The United States are to allow the heads of families to select. This means that they were to have a choice in preference, to pick out the half section, including their improvements, where it could be done. The locators had no power to place them on lands not selected by themselves, and especially on such as did not include their improvements. The treaty absolutely gives them this half section. The treaty was their title. The act of the locator was not necessary to consummate their title in an equitable point of view. The location, if it can be so called, when the treaty itself locates the Indian, was a measure of the Government, made necessary for the information of the officer intrusted with the disposal of the public lands. His business was to make a list of the legal sub-divisions on which Indian improvements lay, and of the legal sub-divisions selected, that is, chosen by the Indian for his reservation, and report that list, that the register might know the unappropriated lands within his district. But the Indians complain, and it is believed not without cause, that their selection or choice was unheeded in many instances, and that they were "floated" from their improvements, and lands never selected by themselves, and sometimes far distant from their improvements, designated as the lands appropriated by them. Furthermore, they say that men of respectable standing in society, who, singly or in companies, intended to speculate in the purchase of reservations, imposed upon Colonel Abert by recommending to his confidence as deputies, persons who were their joint partners in the intended speculations, in proof of which they allege that all those deputies are men either attached to the companies, or are purchasing lands on or apparently on their own account; and that those persons, in discharge of their official duties, would "float" an Indian, who it was found would not sell away from his improvement, and assign his place either to one who would sell, or to one in some distant part of the nation, who, being acquainted with the land, and dissatisfied with it on
account of its remoteness from his old neighborhood, would readily dis- pose of it for a moderate price. Be this as it may, as to the motives of the deputy locators, it is certain that some Indians have not been allowed to select the half section including their improvements, in cases too, where there was nothing to prevent its being done. As the treaty absolutely vests the Indian with the equitable title in this very spot, no act of the Government or its officers will be permitted, in a tribunal of that kind, to deprive him of the right thus vested. The Indian improperly put in possession of such place, gains no title thereby, nor the purchaser from him, and as the right of those located is to be subject to the final action of the Department, by the express reservation in the letter of instructions to the locating agents, of October 14, 1833, the Department will have in its own power to dispossess the present holder, and replace the rightful owner. I shall, therefore, carefully investigate all such cases.

2. From the haste in which it became necessary to make some of the locations, or from some other cause, the Indians say that the people of the towns were not consulted as to the district of country in which they chose to have their lands; that lands in the pine-flats, wholly unfit for cultivation, were assigned to them; and moreover, that the twentieth Indian does not yet know where his land lies. These two latter facts are confirmed by Mr. Collins, one of the deputy locators, with whom I have conversed, and they are evils that would seem to demand redress. It is not enough for the Indian to be told the legal sub-division which has been assigned to him, the very land must be shown to him, or he never will be able to find it. The chiefs acknowledge that the country does not afford a half section of land fit for cultivation for each head of a family, or perhaps, so many half sections, each containing a reasonable portion of such land; but as long as there is tillable public land for sale, it would seem that this treaty repudiates the assigning to the Indians whole bodies of untillable pine barrens. Mr. Collins said that the following was the mode of making these locations. The sub-divisions including Indian improvements were first designated, and then the map and the census were taken, and to each name on the census was assigned a half section on the map, the agent not having examined the country. It would be difficult to find authority for this, either in the treaty or instructions. The idea, so often expressed in the treaty, that the Indians are to select their reservations, and that particularly dwelt upon in the instructions, that land "utterly unfit for agricultural purposes" is not to be assigned to them, are wholly disregarded in this manner of designating the reservations, and the treaty remains, to these purposes, altogether unperform- ed. I cannot, therefore, hesitate to suggest, whatever trouble it may give, that the sales in this quarter be suspended, till the corrections demanded by justice be made.

IV. No list of those who were orphans at the date of the treaty has, as yet, been made, and unless it be soon done, it will be impracticable. Without such a test, it will not be possible for the President to execute the trust reposed in him for the division, retention, or sale of those sections for the children intended to be benefited.

V. Of the twenty-nine sections mentioned in the 6th article of the treaty, fifteen were assigned in council to the upper, and fourteen to the lower towns, which division, the chiefs informed me, was regarded as
equalized by taking into the account the section to Marshall, the interpreter, who is of the lower towns. Before the surveys, five of them were assigned to the western Creeks, but the particular sections have never yet been designated, and it will be necessary that there should be a general council held for this, and other purposes connected with the disposition of these sections. I beg leave to refer the Department, for a more full explanation of the present condition of the fifteen sections allotted to the upper towns, to an extract from the journal which I have kept of my transactions here, and to a copy of the act of the council of Kielichu, on the 2d July, 1834, and annexed paper, all of which are herewith enclosed. From these papers the Department will see that attempts are being made by the speculators to raven this land into their own hands, and I trust that the President will issue no grant for one of them, till he knows that the Indians have had the full value of them. I consider the act of the council of Kielichu to be void for its informality, and because it does not express the trust for which the assignment was made to the chief therein mentioned. Patents are to issue for these sections for those persons, being Creeks, to whom the tribe shall assign them. The enclosed paper does not show that the tribe, or even that the upper towns, were represented in the council. I respectfully suggest that the President ought not to issue any grant for these sections without an act of the tribe, done in general council, in the presence of the sub-agent, and with his advice. This precaution the President can take, without being considered to have unduly interfered with their affairs, because, whoever is called upon to make titles, has a right to know the circumstances which form the basis thereof.

Sales of reservations. From the paper herewith enclosed, the Department will perceive the view I take of the subject, and the range of the investigation which will be made, if proof is accessible. A purchaser who presents his contract for the approval of the President, places himself in the attitude of a plaintiff in equity, asking for a specific performance. Any facts which would authorize the court to refuse its active interference in behalf of such a suitor, and would induce it to leave him to his remedy at law, to recover back any money advanced, or the like, would, in like manner, justify the President in withholding his approval of the contract. And in fact, in some cases, it would produce much hardship for the President to give his approval, and thus drive the Indian into a court of law or equity for that redress, rendered by the approval precarious, which might have been afforded by the President's mere refusal to act. For example, in the class of cases mentioned in the enclosed paper—"Sales I. 4"—if the President were to approve, a court of equity would refuse, on the mere ground of inadequacy of price, to set aside the contract, and yet would not decree a specific performance at the suit of the purchaser. It is, therefore, better, while the contract is in fieri, to make the examination, and do that justice which it might be difficult to do at a later period. In the cases where the money has been taken back by the purchaser after the certification of contract, I shall require of the Indian alleging that fact, to show it by satisfactory proof, after which the purchaser will be called on to account for the money. Should he refuse or fail to do it, the whole will be reported.

Valuations. An idea prevails here, and has been acted on, it is said,
that land in the hands of an Indian is not so valuable as the same land be-
comes, when it falls into the hands of a white man. Indians, it is said,
will not cultivate their land, and it remains, therefore, wholly unproduc-
tive, and consequently valueless. As soon as it comes into the hands of
a white man, its value rises in proportion to the superior industry and
skill of its owner. This casuistry is found sufficient to clear up an ab-
surdity so ridiculous; and it is not uncommon for speculators even to give
more than the valuations. This principle of valuations having been
systematically pursued, has led to much imposition in the certifying
agents; and lands have in a great many instances been certified, when
the consideration mentioned in the deed is excessively inadequate.
In this state of affairs, I cannot reconcile it to myself to omit to recommend
that the President, even yet, appoint agents to value the reservations,
sold and unsold, that justice, though tardily, may be done to the owners
of the former, and imposition on the latter prevented.

I consider it clearly competent for the President to pursue this course,
since the treaty makes it indispensable to the validity of a sale that the
fair value of the land be given, and cautiously provides that it shall not
be binding till approved by the President. Add to this that the instruc-
tions to the certifying agents, generally made known to purchasers, em-
phatically declare that the Department will not be concluded by the cer-
tificate, and above all, that no injustice will follow, as, upon a familiar
principle of action in courts of equity, the land may be made to stand as
a security for the money advanced by the purchaser. It is unconscion-
able for the Government to stand by and see its citizens speculate upon
ignorant Indians under its guardianship, at the rate of four for one, and
ev en more disproportionately.

Since my last, I have communicated to all the agents the regulations
for the prevention of frauds in the sales of the reservations which the
Department was then informed had been adopted in General Sanford's
office. They all, I believe, think them calculated to effect the desired
object.

A practice prevails in Doctor McHenry's office in the manner of sales
in which he differs from all the other agents, and in which, though it
seems to me manifestly wrong, he is nevertheless disposed to persist. It
is this: If a person presents himself with a deed, purporting to be signed
by one of the Indians on the census for the sale of his land to such per-
son, and subscribed by two witnesses, the doctor enters the land in his
book as sold, and the name of the purchaser. Should another afterwards
bring the Indian in person to have a contract certified to him, the doc-
tor refuses to make the certificate without first notifying the person who
presented the first deed.

When we consider that many fraudulent devices may be employed to
procure the Indian's signature; that when he has signed the deed, it is
easy to persuade him that he is bound to consummate it; that if the holder
of the first deed may delay presenting his contract for consummation for
a week, he may for months, and thus the Indian might be kept from re-
alizing his money indefinitely, or at the will of the holder of the first
deed; that there is no way of compelling the Indian to appear before the
certifying agent to consummate the first contract, if he refuses to do so;
that if he should refuse to have the contract certified to the first claim-
ant, and the agent should withhold his certificate to the second, it would be the same as prohibiting him to sell at all, and that the Indian ought to be allowed to get the highest possible price for his land; it seems to me clear that his practice ought to be prohibited, and no regard had to any contract, though signed by him, but such as the Indian is willing and offers to have certified. Besides these reasons, it is desirable that uniformity should prevail in the offices, and I consider the practice of the other agents to be safest. Until this practice, however, is changed, and purchasers are notified thereof, should it appear that any money was paid to the Indian by the holder of the first deed, the holder of the second ought to be required to pay out of the purchase money in presence of the Indian and certifying agent, the sum thus advanced.

For the information of the Department as to the disposition of the reserves to sell their lands to the Government, I enclose an extract from my journal, containing the substance of all my communications with the chiefs on that subject.

I cannot forbear to add, in conclusion, that I hope the course which I have taken in this business, and that herein indicated for my future conduct, will be approved of by the Government. For it is a disposition to render useful and acceptable service, rather than the compensation allowed me, though that is sufficient, which separates me so far and so long from my family.

Most respectfully,
Your obedient servant,
R. J. MEIGS.

Hon. Lewis Cass,
Secretary of War, Washington.

Instructions.

No selections can be made except by those who had improvements at the time the treaty was made, and the selections will have to embrace these improvements; that is to say, a chief who is entitled to one of the ninety sections, will be allowed to select the section upon which his improvements are situated, and a head of a family will be allowed to select the half section upon which his improvements are situated. All others will have to be located in a body, in a proper form.

When an improvement extends into more than one of the legal subdivisions to which a person is entitled, you will assign to him that one where his house and residence are.

If more than one person reside upon the same tract, let that tract be assigned to the one who has lived there the longest; and if that fact cannot be accurately ascertained, let the right be decided by lot.

In relation to the “proper form” in which those are to be located who are to take their lands in a body, you will assume a square or oblong, or as near as may be; and where suitable locations can be made for the same town, so as to give their whole reservations one or the other of those forms, let it be done. But, if the nature of the country is such as would necessarily lead to the assignment of tracts utterly unfit for agricultural purposes, there must in such cases be a reasonable deviation from it.
The right of selection to the Indian being limited to the legal sub-division upon which his improvements are, is not to be considered as a bar to his abandoning that right, and to his taking his legal sub-division in the same body with the locations for his town.

No improvements made subsequently to the date of the treaty will be considered as giving any preference in the location. As fast as the locations are made, you will place the Indian entitled to them in possession.

In assigning a half section to the head of a family, you will divide the section into eastern and western or northern and southern half sections, as either course will make the most equitable division of the good lands of the section.

It having been represented that there are errors in excess in the census, you will make any corrections that shall come within the following rules:

1st. You will assign a tract to no one who is evidently a minor, and not a head of a family.
2d. You will correct all errors in which the same individual has been enrolled under different names.

Beyond these rules you will locate agreeably to the rolls sent with these instructions.

In cases in which the locations of any of the rolls transmitted to you shall extend beyond the boundaries of — county, you will nevertheless complete the locations of the rolls. Where chiefs or heads of families named on these rolls have died, you will locate the tract to which either of them would have been entitled, in the names of their respective heirs.

You will fill up the columns of these rolls agreeably to their headings; that of remarks, with the cause of not locating, when the corrections of the census are made; and with the names and ages of the heirs, when the chief or head of a family has died.

The original rolls now sent to you will be returned, with an affidavit appended to the same, that the locations have been made to the best of your knowledge and belief, agreeably to these instructions.

You will also, when the rolls are returned, transmit a report of your proceedings, in which you will please to enter fully and freely upon any subject connected with your duties.

In all cases the locations will be governed by the lines of the surveys, and will embrace what is technically called a section, or half section; but when the improvements are situated on a navigable water course, by which the sections are made fractional, the reservee may be allowed to take the fraction including his improvement, and such part of any adjacent fraction or section as may be necessary to include the quantity to which he may be entitled; provided this course shall not intrude upon the right of any Indian having improvements upon the adjacent fraction or section. And in cases in which these instructions upon the rights of others will take place, if the reservee upon the fraction were to have his claim extended into the adjacent fraction or section, you will assign to the reservee the particular fraction upon which his improvements are situated, and then selecting from the sections of those to be located, in a body, as many as are necessary and conveniently situated, assign the additional quantities necessary for the fractional reservees within the same.

A fractional reservee may, however, abandon his fraction, and take his legal sub-division in the body of the reserve for his town.
But in all cases in which an Indian shall abandon his improvements, and be located in the body of land for his town, no other Indian will be allowed to take the improvements so abandoned.

You will make no location upon section No. 16 of any township, unless the same is occupied by an improvement at the time the treaty was made, thereby giving to the holder of the improvement a right of selecting the same.

You will not furnish to anyone any extract or written statement of the location which may be made by you.

Note.—The instruction in reference to the fractional reservation was afterwards so modified, that the Indian was allowed to take his fraction or float for his entire half section. The modification became indispensable from the scarcity of tillable land, and was rigidly observed, except in a few cases in which the additional quantities had been promised before the modification had been adopted.

State of Alabama:

Whereas, by the 6th article of the treaty made and concluded at the city of Washington on the 24th day of March, in the year of our Lord one thousand eight hundred and thirty-two, between the United States of America on the one part, and certain chiefs and head men of the Creek tribe of Indians, in the State of Alabama, on the other part, it is provided that twenty-nine sections of land may be located, and patents for the same shall then issue to those persons, being Creeks, to whom the same may be assigned by the Creek tribe:

Now we, the undersigned chiefs and head men now assembled at the Kealige town-house, in said State, in pursuance of said 6th article of said treaty, do hereby assign, set over, and transfer to Opothle Yoholo, Tuckabatchee Micco, and Coosa Tustannagga, section thirty-six, in township fourteen and range seven east; section thirty-one, in township fourteen and range eight; sections twenty-six, eleven, thirteen, and one, all in township fourteen and range eight; also, to David Barnett, for services which he has rendered as interpreter, the north half of section fifteen, in township fourteen and range eight.

In witness whereof we have hereunto set our hands and seals this—

Tuskenchaw, principal chief, his x mark.
Little Doctor, his x mark.
Yoholo Micco, his x mark.
Menaway, his x mark.
Kalche Motta, his x mark.
Issollotee, his x mark.
Posbatch Fixico, his x mark.
Pascove Emarthlar, his x mark.
False Fixico, his x mark.
Tuseconer Hadjo, his x mark.
Lotladamadaway, his x mark.
Wm. McGillevry, his x mark.
Know all men by these presents, that we, Alvés Q. Nicks and Oliver K. Freeman, transacting business, and in the name, firm, and style of Nicks and Freeman, for whose benefit the trust estate in the within instrument was especially created, to pay a certain debt contracted in the first instance by Consimalar, Cho Hargo, Holosemarthlar, Nitigu, and Inlocha, amounting to thirteen hundred and seventy-eight dollars and twenty-six cents, which was due by notes executed by them for defending them in in Talladega county, on a charge of murder, do hereby acknowledge the receipt of that sum from Captain William Walker, and in consideration thereof do acquit the trustees therein named, the Creek nation, and the individuals, from all liability to us, and transfer to Captain William Walker all our interest therein. In testimony whereof we have hereunto set our hands and seals this 3d day of July, 1834.

ALVÉS Q. NICKS, [Seal.]
OLIVER K. FREEMAN, [Seal.]

Witness:
SPIRA M. HAGERTY.

A true copy:

LEONARD TARRANT.

Selections and Locations.

I. The United States were to allow ninety principal chiefs to select one section each.
1. Was a list of these ninety chiefs made?
2. Were they allowed to select as the treaty provides?

II. The President was to cause a census of the heads of Creek families to be taken.
1. Was this done?
2. Were any omitted in the census who were heads of families?
But in all cases in which an Indian shall abandon his improvements, and be located in the body of land for his town, no other Indian will be allowed to take the improvements so abandoned.

You will make no location upon section No. 16 of any township, unless the same is occupied by an improvement at the time the treaty was made, thereby giving to the holder of the improvement a right of selecting the same.

You will not furnish to any one any extract or written statement of the location which may be made by you.

Note.—The instruction in reference to the fractional reservation was afterwards so modified, that the Indian was allowed to take his fraction or float for his entire half section. The modification became indispensible from the scarcity of tillable land, and was rigidly observed, except in a few cases in which the additional quantities had been promised before the modification had been adopted.

STATE OF ALABAMA:

Whereas, by the 6th article of the treaty made and concluded at the city of Washington on the 24th day of March, in the year of our Lord one thousand eight hundred and thirty-two, between the United States of America on the one part, and certain chiefs and head men of the Creek tribe of Indians, in the State of Alabama, on the other part, it is provided that twenty-nine sections of land may be located, and patents for the same shall then issue to those persons, being Creeks, to whom the same may be assigned by the Creek tribe:

Now we, the undersigned chiefs and head men now assembled at the Kealige town-house, in said State, in pursuance of said 6th article of said treaty, do hereby assign, set over, and transfer to Opothle Yoho, Tuckabatchee Micco, and Coosa Tustannagga, section thirty-six, in township fourteen and range seven east; section thirty-one, in township fourteen and range eight; sections twenty-six, eleven, thirteen, and one in township fourteen and range eight; also, to David Barnett, for services which he has rendered as interpreter, the north half of section fifteen, in township fourteen and range eight.

In witness whereof we have hereunto set our hands and seals this—

Tuskenchaw, principal chief, his x mark.
Little Doctor, his x mark.
Yohobo Micco, his x mark.
Menaway, his x mark.
Kalche Motta, his x mark.
Issollotee, his x mark.
Fosbatch Fixico, his x mark.
Pascove Emarthlar, his x mark.
False Fixico, his x mark.
Tusconer Hadjo, his x mark.
Lotladamadaway, his x mark.
Wm. McGillevry, his x mark.
Attest:

Edward Augt. McBride,
James Abercrombie.

June 2, 1834. A true copy:

Leonard Tarrant.

Know all men by these presents, that we, Alves Q. Nicks and Oliver K. Freeman, transacting business, and in the name, firm, and style of Nicks and Freeman, for whose benefit the trust estate in the within instrument was especially created, to pay a certain debt contracted in the first instance by Consimalar, Cho Hargo, Holosemarthlar, Nitigu, and Inlocha, amounting to thirteen hundred and seventy-eight dollars and twenty-six cents, which was due by notes executed by them for defending them in Talladega county, on a charge of murder, do hereby acknowledge the receipt of that sum from Captain William Walker, and in consideration thereof do acquit the trustees therein named, the Creek nation, and the individuals, from all liability to us, and transfer to Captain William Walker all our interest therein. In testimony whereof we have hereunto set our hands and seals this 3d day of July, 1834.

Alves Q. Nicks, [Seal.]
Oliver K. Freeman, [Seal.]

Witness:
Spera M. Hagerty.

A true copy:

Leonard Tarrant.

Selections and Locations.

I. The United States were to allow ninety principal chiefs to select one section each.
1. Was a list of these ninety chiefs made?
2. Were they allowed to select as the treaty provides?

II. The President was to cause a census of the heads of Creek families to be taken.
1. Was this done?
2. Were any omitted in the census who were heads of families?
3. Were any inserted who were not heads of families?

III. The United States were to allow every head of a Creek family to select a half section of land each.
   1. Was each head of a family who had improvements allowed to select his half section so as to include his improvements, when it could be done?
   2. Were the people of the same town, who could not make their selections so as to include their improvements, allowed to take their lands in a single body?

IV. Twenty sections were to be selected, under the direction of the President, for the orphan children of the Creeks.
   1. Was a list of those who were orphans at the date of the treaty ever made and furnished the President?

V. Twenty-nine sections were to be located, and then patented to such Creeks as the tribe should assign them to.
   1. Have those sections been located?
   2. Has the tribe assigned them to any persons, and to whom?
   3. Has the list of those to whom they have been assigned been furnished the President?

Sales.—I.

1. Has any Indian's signature to a conveyance been procured when he was drunk?
   2. What other fraudulent means have been used to procure the reservee's signature?
   3. Has any land been sold by Indians who were not owners of it?
   4. Is there any case in which the inadequacy of the price expressed in the deed, is so great as to give a character of hardship, unreasonableness, and inequality to the contract?

II.

5. After the certification of the contract, has the consideration money expressed in the deed, or any part of it, been taken back by the purchaser? If there is any such case, on what pretence was it done?
   1. Was it taken back in payment of debts alleged to have been contracted to the purchaser by the reservee before the sale?
   2. Was it taken back on deposit, to be paid on demand?
   3. Was it taken back in pledge as security for any purpose?
   4. Was it borrowed?
   5. Was it paid in paper before the agent, and then taken back on promise to be repaid in specie?
   6. Was it taken back for property sold to the Indian by the purchaser after the certification of the contract? If so, has he had so exorbitant a price for the property as that it could not be stated to "a man of common sense, without producing an exclamation at the inequality of it?"
   7. Is there any case where the purchaser has forcibly taken back the money?
   8. Is there any case where he has taken it from the Indian while drunk?
August 12.—At Opothle Yoholo’s request I went to his own house this morning, where I met Tuskenah. The former produced a paper to show me, which he said had been the object of inviting me to his own house. I read it. It proved to be an act of the council at Kichokee, dated July 2, 1834, assigning to himself, Tuskebachee Mico, and Coosa Tustun-nagee, six of the twenty-nine sections specified in the 6th article of the treaty, and a half section to David Barnett, for services rendered as interpreter. On the other half of the sheet was a paper signed by Alves Q. Nicks and Oliver K. Freeman, reciting that the act of the council was made for their especial benefit, i.e., to pay a debt of $1,378 26, contracted to them by five Indians, naming them, whom said Nicks and Freeman had defended in Talladega county, on a charge of murder, and who had executed their notes for the same, acknowledging the receipt of said sum from Captain William Walker, acquitting the Creek nation, the trustees, and said five Indians, from all liability to them, and transferring to Walker all their interest therein. This was dated July 3, 1834. Before explaining the paper to O. I asked him what these six sections had been assigned to him and the other mentioned chiefs for. He answered, in trust to pay for certain merchandise that the nation had purchased on credit and distributed to the women and children. I then explained to them the contracts of the last-recited paper. He said he had not understood it. As this paper appeared to me to be a barefaced attempt to sacrifice six sections of land, which Mr. Bright estimated at an average of $1,000 each, for the payment of $1,378, which the chiefs nor the tribe had never assumed to pay; as it recited that the above-recited act of the council was made for the especial benefit of Nicks and Freeman, to pay said debt, when said act contains no designation of the purpose of the conveyance; as the chiefs had more than once, as they said, refused to pay said debt; as the latter paper was made after the adjournment of the council, and not in the presence of the chiefs; and, as it appears to me to be manifestly a most unprincipled and abominable attempt to commit a flagrant fraud, I determined to expose it in open council, in presence of all the Indians assembled, and of the sub-agent and white men present. Accordingly, after explaining to the council again, at their request, the subject of selections, the locations, and sales, I laid open this transaction, expressing my indignation at it, and determination that, as the President was to issue grants for these sections, and consequently had a right to know the circumstances on which their emanation would be predicated, I would take care that he should be fully informed of every fact, and that no grant should issue for them until the Indians were paid their full value.

13th.—This morning I met Neah Mico, head chief of the lower towns, Tuskenah, head chief of the upper towns, and Opothle Yoholo. The last, as usual, acted as speaker, and said that, at Fort Mitchell, in council, before the selections and locations commenced, they had assigned five of the twenty-nine sections to the western Creeks; that Chilly McIntosh and Benjamin Hawkins were present representing them, and the act of the council making this assignment had been intrusted to their care; that they had sold the five sections to Colonel Milton, and had gambled the money away before they got out of the limits of the eastern
Creeks. I told him that a further act of the council would be necessary, to designate the sections which they intended for the western Creeks; that the title to them was yet in his people; that if McIntosh and Hawkins were not authorized by the first-mentioned act of the council to sell the sections, Colonel Milton had acquired no title to them; and it was yet possible that the western Creeks could enjoy the benefit which had been intended for them; and that I would represent the matter to the Department. He said that fifteen of the twenty-nine sections had been allotted at the same time to the upper Creeks, and fourteen to the lower, which division was regarded as equalized by taking into the account the section that had been given in the treaty to Marshall, the interpreter. Of these fifteen sections, the upper Creeks were to give two and a half to the western people, had given a half section to Barnett, an interpreter, and had twelve sections left for sale; that the nation was in debt, and he wished me to advise as to the mode of selling these best calculated to produce the greatest proportion of their debts. I told him to ascertain what the nation owed, that is, the debts which had been assumed by the chiefs on behalf of the nation, and which were regarded as national, and offer the sections to the person who would pay the whole, or the greatest amount of the whole. He said they would do so, but added that the council at Kichokee had estimated these sections to be worth $10,000 each, and it would be necessary to assemble another council, that a reasonable minimum price might be affixed to them.

Note.—Colonel Bright estimates them to be worth, on an average, $1,000 each. Walker has offered $1,200 each, and Mr. Lamar, of Alabama, now tells me that he will give a higher price.

R. J. MEIGS.

August 9.—This morning I had an interview with Opothle Yohole. I opened to him the subject of a sale by the reservees to the United States, as the only measure calculated effectually to prevent the practice of frauds on them. I showed him that, at the expiration of five years from the date of the treaty, the national character of those who remained would cease; that he would no longer be a chief; that he would not be upon an equality with the other citizens of Alabama; that he would be denied his oath in courts of justice; that he would have no voice in making the laws by which he would be governed; that he would not be allowed to vote for the officers of the Government; that he, whom nature had made a great man, would be degraded below the meanest vagabond that traverses our country; that his people would become drunkards and paupers, and would be treated like dogs; that his council-fire had gone out east of the Mississippi; that his nation was divided into two, by the great river; that his own people here were the most numerous party, and if he would go west he might rekindle his council-fire in all its original brightness; that the United States had bound themselves that no State or Territory should ever pass laws for their government, and that they should be ruled by their own chiefs and laws; that the United States would then establish schools among them, furnish them with tradesmen and implements of husbandry, and endeavor to advance them in the career of civilization.
He answered by alluding to the earthquakes, the eclipses of the sun and moon, and stars of unusual appearance, which had been seen and felt about the time of the late war, which portended the gradual declension and final extinction of the Creeks; that since that period they had rapidly declined; that they were doomed to destruction; that Almighty God had so decreed it; that the white people also had their limit of prosperity, after reaching which, and which would be beyond the Mississippi, they also would come to naught, and both they and the Creeks would disappear from the face of the earth; that signs of this already appeared; for when he was at Washington the tables of Congress were every morning laden with papers, which were swept off during the day only to make room for another heap just as great, during the discussion of which the members abused and vilified the President and each other, and it all manifested that before many years our people would begin to destroy each other, and the fate of the Indians awaited us; that a new piece of ground would produce fine crops for a short time, and then it began to deteriorate at once, and presently was turned out as unproductive, and so the white people were and had been prosperous, but they would grow less and less, and at last would cease to be so; and, in short, that it was the nature of all things to sink away to ruin, and the world itself would be destroyed in time; that these things being so, it were to no purpose for man to strive against his fate, but quietly await the end of things; that he had labored to convince his people of all that I had urged, but they paid no regard to him; that they were headstrong and disobedient, and were every day hastening on the ruin and extinction that awaited them, and sinking beneath the rising fortunes of the whites; that if men could converse face to face with God they would do so, and find out of a certainty what the future concealed. Nevertheless, (added he,) I will hear what you have to say.

I answered him by observing that what was past and gone was beyond our power to change, and what was to come was unknown to us; that it was the part of mankind to find out what was best to be done for the present, which was the only part of time that we can control; that we must not regard earthquakes, nor stars of unusual appearance, nor eclipses of the sun and moon; that these things were out of our power and beyond our control; they were in the hands of God, where we might safely trust them; but the present time, this day, was the hour in which we ought to act, and if we employed the best means to secure our happiness and that of the people under our control, God Almighty would bless those means, and bring good out of our toil; that our people had once been in the same state of barbarism, poverty, and want, that his people were then in; that by industry they had built cities, and ships, and cleared the earth, and made all nature subservient to them; that this council-house at Tuckabatchee was not more inferior to the Capitol at Washington, than his people were to ours; that these things would never have been so, if our forefathers had acted on the doctrine that, as all things tended to ruin and must finally fail, it were useless to withstand this decree of fate; that our people had found out a way of cultivating the ground for a great many years, and of preserving its fertility to the last, and the intelligent labor of man would arrest and suspend the declension of nature that he had referred to; that to do this, however, we
must not fold our arms in listless idleness; that the ground would not clear itself, nor, when cleared, would it produce, without the culture of man, the necessaries of life; that we had a book which told of a wagoneer who drove his team into a mud-hole, and fell to praying that the Great Being above would help him out; that the Great Being told him to put his own shoulder to the wheel, and if he failed, then he would be helped out; that so if he wished his people to improve, he must not expect them to do so without using any means to produce the result; that he must labor for their good, and the same causes which made the white men what they are, would raise his people to an equal elevation; that if he would remove to the Arkansas, a territory would be there assigned them, which would be his forever, and where the people of the United States would lead them by the hand through the march of improvement.

He answered that the President had spoken to him these very words, and that I had got them from him; and he added, that the white people only wished them to remove that they might get their lands, which were good and desirable; and, said he, What kind of country is it where you wish us to go?

I answered that I had not seen it myself, but that good men in whom I had confidence reported it to be a fine country, and referred him to the Canadian and Vermilion rivers.

He said this country was too small; the timber was bad, and the water was bad. He said he had told the President that a great many white people were ignorant, and as poor as Indians; they could neither read nor write, nor cast up two figures; and he asked him why he did not carry off a drove of such people to this fine country, where he persuaded the Creeks to remove.

I explained to him the 8th article of the treaty: it provides that all the annuities shall be paid as the tribe may direct; I showed him that, at the expiration of five years, those who remained would become citizens of Alabama, and would not be recognized as constituting "the tribe," in the sense of the treaty; that they would consequently have nothing to do with the direction of the payment of the annuities; that "the tribe" would be those who had preserved their national character, and had so provided as not to be citizens of Alabama, but were living together as a separate body of men, under their own laws and chiefs; that those who remained would have neither laws, nor chiefs, nor council-houses, or assemblies of any sort, nor national connexion, but would be citizens of Alabama, and would no longer be "the tribe," or any part of it, and, consequently, they would get none of the annuities, unless those who constituted "the tribe" west of the Mississippi so directed. This seemed to move him much. He said he had not so understood it, and that the President had told him the annuities would be paid as usual.

Sunday 10.—Being sent for by the chiefs, I found a select few of them assembled about a mile from the council-house. I explained to them their request, the annuities, and all the topics that I had discussed with Opothle Yoholo privately.

11.—A very full attendance of the council to-day. I read and explained to them my letters, and went through the subject of selections, locations, and sales of reservations.

12.—At Opothle Yoholo's request, I went to his own house this morn-
ing, where I met Tuskenah. I endeavored to operate on the ambition of
the latter by telling him that, in the time of his father, Tustunnuchi Loco, the
Creeks were a great nation, independent, and governed by their own
laws; that the Breathaker had removed Tustunnuchi Loco, and placed
him in his stead; that under him the Creeks had ceased to be great and
independent; that they had lost their own laws, and had become subject
to those of Alabama; that he had it in his power to restore them to their
old estate of power and independence by removing west, and when he
should go to the good country where his father had gone, he would be
frowned at, if he made no attempt to elevate his people from their present
state. But he seemed to listen to this with a kind of stolid immobility.
I turned to Opothle Yoholo, and said that he had been at Washington,
and knew that when our people are in favor of a measure, they openly
advocate it on the floors of Congress; that he was a free and a bold man,
and I expected him to do the same on the proposition of a sale and re-
moval to Arkansas.

He answered by asking whether, after planting corn and beginning to
hoe it, I would abandon it because the weeds seemed to grow apace, and
go into the woods and clear new ground, and pitch a new crop, rather
than destroy the weeds? You say, he continued, that I ought to speak
out. When I returned from Washington, he continued, I told my people
what the treaty contained, and promised them that the President would
do all that the treaty contained; but presently, it appeared that the treaty
was unperformed in many things, and my people came into open council,
and told me to my face that I was a liar. I could not resent the insult,
because it was too true. Let the President perform all that the treaty
stipulates, then he will make my words true, and I can confidently pro-
pose to make a new arrangement, and pledge myself that it will result to
the advantage of my people. And he added much more to the same pur-
pose.

I answered, in short, that it was the part of wisdom to abandon, rather
than to try to cultivate corn which was already smothered by the weeds
and deprived of life.

R. J. MEIGS.

Note.—The specific propositions made to them were, 1. That the re-
servees should execute a power of attorney to the Secretary of War, au-
thorizing him to sell to the Government, to individuals, or to companies,
and pay the money, or a portion of it, to the respective owners of it, at
the agency west. 2. That if all could not be persuaded to join in such a
power of attorney, a few of the principal and most influential chiefs should
make such a power, thus declaring their resolution to remove, whereby
the others would be induced to follow them.

R. J. M.

TALLADEGA COUNTY, ALABAMA,

Mardisville, August 30, 1834.

Sir: Your letter of the 8th instant has been duly received, in which is
communicated the decision of the Department against the claims of
Milton and Hawkins, or their assignees, to the twenty-four half sections said to be purchased by them from those Creeks who emigrated under Chilly McIntosh; and of the arrangement entered into at Washington, in relation to the five sections of the twenty-nine sections given to the western Creeks. Such however is the diversity of opinion in relation to the value of lands in this country, that I am unwilling to take the responsibility of valuing those sections myself; I shall therefore require the assistance of some discreet, sensible, and disinterested person, in the performance of that duty.

I am, sir, very respectfully,

Your most obedient servant,

LEONARD TARRANT.

ELBERT HERRING, Esq.,
Washington City, Office Indian Affairs.

MARDISVILLE, ALABAMA, September 3, 1834.

Sir: On reviewing my letter of the 20th August to the Department, I find that the idea is therein communicated that I will investigate the complaints of such individual Creeks as have not had reservations assigned them because they were omitted in the census, and of such as were floated, without necessity, from their improvements. I wish to state distinctly that it is not my intention to make such specific investigations, because the object of my appointment was to make general inquiries into the operation of the present mode of locating the reservations, and because these duties can be performed more efficiently in Mr. Bright’s district, by that gentleman, who will probably remain till the expiration of the five years. In Colonel Abert’s district, there is no locating agent, and no officer, I believe, who feels himself charged with the duty of making the necessary investigations, and Mr. Bright has declined intermeddling with complaints from that quarter. Hence it will be necessary that either the certifying agents, or some other person, be instructed to hear and report the cases of such as may think themselves aggrieved by locations in that district. Should Mr. Bright remain during the five years, it would be advantageous, I think, to the Government, to intrust this duty to him in both districts; as from his general acquaintance both with the Indians and whites, he will be less likely to be imposed upon than almost any other person. If any Indians have been floated from their improvements, and have not acquiesced in this act of the locator by taking the lands assigned to them, but still claim the subdivisions including their improvements, such claim, I apprehend, is irresistible; and it would seem that the treaty authorizes the Department to direct them to be located accordingly, at any time before a sale of the very land. The cases of those heads of families who were omitted in the census, will, of course, have to be laid before Congress. With regard to the numerous complaints that are made from the lower district, that the locating agents frequently disregarded that provision of the treaty which requires that the towns should take their reservations in a body, the Department can, at once, be satisfied, as to the mere fact, by directing the agent to furnish a map exhibiting the locations, and comparing those maps with the census of each
town and the records of locations as returned. On my suggestion that an agent or agents should be appointed by the Government to value the reservations sold and unsold, with a view to the detection of frauds in the purchase of them, I beg leave now to add some considerations. The combination of speculators, whereby the public lands are monopolized by them at the minimum price, has justly been regarded as an evil of the first magnitude, leading to a state of affairs, in the part of the country where it happens, at war with its prosperity, and destructive of that equality which it is desirable should be preserved among our people. The means of preventing such combinations do not readily suggest themselves, and are not necessary to my present purpose, but a similar combination has taken place among the purchasers of Creek reservations, and it has produced the same results, namely, that the lands, though the best in the country, have been obtained at an average, but a little, if any, exceeding the minimum; and that those citizens who had settled on the lands afterwards designated as reservations, and who had cultivated them, and prepared them for the production of the necessaries of life, and who had thus invested themselves with a species of merit, always considerable in a country like ours, have been prevented from securing the homes thus enhanced in value by their labor; and this has been effected too by those wheedling and deceptive arts which never fail to entrap an Indian; and by those degrading alternatives to which the unprincipled alone resort, and at prices much below, not only the fair value of the land, but also what the settlers were willing to give. If, then, the Government can redeem its obligation, thus the Indian shall have the fair value of their reservations, and at the same time afford the farming class of the community who have settled thereon, an opportunity to compete with the speculators in purchases from the Indians, on something like equal terms. I must be allowed to express the opinion that it is its bounden duty to act decisively. This, I must repeat, can be done without injustice, in all that class of cases, and it embraces much of the best land in the country, in which a court of equity would, on the ground of inadequacy of price, refuse to decree a specific performance at the suit of the purchaser; and in that class of cases wherein that court would order a deed absolute on its face, to stand as a security only for the money actually paid by the purchaser. I refer the Department, as to the first class of cases, to 6 Johnson's Chancery Reports, 232; 2 Id. 23; and as to the second class, to 1 Johnson's Ch. R. 482. So certain do I feel that the Government might thus act on solid grounds, that I respectfully ask, if any doubt is entertained, that the subject be referred to the Attorney General for his opinion; in this business there is but this alternative, either the valuation proposed must be made, or the President must, at random, approve of contracts which his conscience, duly enlightened and influenced by the obligation of seeing that the reservees get a fair consideration for their land, would unhesitatingly reject. What makes me the more urgent in recommending this course, is the probability, and indeed certainty; in many cases, the money specified in the deeds executed by the Indians has been taken back by the purchaser on one pretence or another; and the great difficulty, and perhaps impossibility of proving this fact by competent witnesses. Taking this fact into consideration, and there remains not the shadow of a doubt but that the reservations have been purchased
at less than the minimum price of the public lands; besides all this, the speculators here are entitled to no favor at the hands of the Government, because they have thrown, and yet throw, their powerful influence in opposition to the measures resorted to, from time to time, for a speedy adjustment of the existing difficulties. It is notorious that they have defeated every attempt that has been made to purchase the reservations for the Government; and they foster the prejudices of the Indians against emigration, and retain them here to their own ruin, and the vexation of the people, by promising that, if they will but sell to them, they, the Indians, shall live on the land for life, or as long as they please. This piece of cruel and consummate deceit inveigles the Indians completely, for they think they are making a speculation; indeed, if they can enjoy both the price of the land and the land itself. Hence no Indians are more opposed to emigration than many of those who have sold their lands, a fact otherwise wholly unaccountable. What favor can men expect, whose whose capital and stock in trade is nothing, but an easy compliant conscience, which stops at no measure that is necessary to success in a bargain?

Most respectfully,

Your obedient servant,

R. J. MEIGS.

Hon. Lewis Cass,

Secretary of War;

P. S. Since writing the above, I have made an estimate of the contracts certified by the agents, Bright and Tarrant, and find the average price given to be between 80 and 90 cents per acre.

R. J. M.

MARDISVILLE, ALABAMA, September 6, 1834.

Sir: I acknowledge the receipt, yesterday, of your letter, by Mr. Ward, of the 13th of August, enclosing the copy of a paper, purporting to be an act of the Creek council, done at Tuckabatchee, on the 19th of July. The inquiry directed for the purpose of ascertaining the authenticity of the paper and correctness of its allegations, will be made as soon as practicable. The allegations contained in this paper, that the Indians have not been shown their lands, is sustained by Mr. Collins, a deputy locator of Colonel Abert's, as I reported to the Secretary of War, in my letter of the 20th August. Should this, on examination, be confirmed, I am requested to direct the locating agents to exhibit to the Indians the position of the tracts assigned to them respectively; and it is suggested that "this can be done by showing them a plat, and designating upon it their sections, and giving them a certificate describing the locations and boundaries."

There is no locating agent in Colonel Abert's district by whom this service can be performed, should it prove necessary, and I therefore respectfully repeat the suggestion made in my letter to the Secretary of War, of the 3d instant, that Mr. Bright be directed to communicate the necessary information to the Indians in both districts.

As to the mode of doing this, I assure you that nothing less than an actual pedis positus will suffice to acquaint the Indians with their loca-
tions. This the Government could by no means be called upon to do; unless it prove to be true, that they were located "en mass on map at the quarters" of the agent. Had the Indians been collected and notified that the locations were about to be designated, their refusal to attend and be shown their lands would have discharged the Government.

Without imputing blame to the locating agents, errors in the locations were unavoidably committed from the hurry in which it became necessary for them to act. These errors ought to be corrected, and to correct them systematically, the respective Indian towns ought to be visited, the Indians collected, and their complaints heard on the spot. To render them complete justice, some of their locations ought to be changed; and no one is so well gratified to go through these details as a professed surveyor, already familiar with them; and hence I have suggested the propriety of directing Mr. Bright to make these corrections.

Yesterday Emarthlar Yoholo, No. 30, Tookposka, located in the east half of section 30, township 23, range 19, which includes his dwelling-house, made complaint that this half section is wholly untillable; that his improvement, which he has cultivated hitherto, and from which he has supported his family, lies in the west half of section 29, township 23, range 19, which is vacant, and solicited a change of the location. At my suggestion Mr. Bright concluded to notify the register at Montgomery, not to permit an appropriation of this latter tract till the will of the Government be known.

The instructions directed the agents, "where an improvement extends into more than one of the legal subdivisions to which the person is entitled, to assign him that one where his house and residence are;" and this direction was followed in the case of Emarthlar Yoholo. But the order in the instructions, that land utterly unfit for agricultural purposes was not to be assigned to the Indians, I consider to be paramount to every other direction contained in them; that all others are subordinate to this; and that to attain this end, a reasonable departure from the letter of instructions in other respects was contemplated and intended by the Department.

I have stated this case because it is one of a class well calculated to evince the necessity of sending the locating agents to the respective towns to correct the errors which have been unavoidably committed.

Most respectfully, your obedient servant,

R. J. MEIGS.

E. HERRING, Comm'r of Indian Affairs.

GENERAL LAND OFFICE, September 6, 1834.

Sir: It has been represented to this office that the north half of section 18, in township 17, of range 21 east, in the Tallapoosa land district, is included in the location of an Indian reservation. If that tract has been reserved under the Creek treaty of 1832, I will thank you to inform me, as the said tract was sold at the land office at Montgomery, in Alabama, on the 28th January, 1834; and if it has been thus reserved, the sale is illegal, and it will be necessary for this office to cancel the certificate of
purchase, and to take the necessary measures to have the purchase money refunded.

With great respect, your obedient servant,

JNO. M. MOORE,
Acting Commissioner.

Hon. JOHN FORSYTH,
Acting Secretary of War.

MARDISVILLE, September 6, 1834.

Sir: Your letter of the 14th of July, addressed to me at Calhoun, Tennessee, requesting me to forward to the Department without delay my report in the valuation cases of Cherokee improvements, was received here to-day, after the departure of the mail which bears my letter to you of this date. The report in question was mailed at Athens on the day, I believe, of the date of your letter; and ought to have reached the Department by the 24th July. The tenor of your letter has given me some uneasiness, as it seems to insinuate that my report was unreasonably and perhaps purposely delayed. I hope the Department will bear in mind that I did not commence that examination till the middle of May; that the testimony in the cases had to be collected from quarters of the Cherokee territory the most remote from each other; and that it will do me the justice to believe me incapable of intentional procrastination for any purpose.

To-day, Mr. Sommerville, one of the emigrating agents, assembled the people of the Talladega town, and delivered them a talk, informing them of the purposes of the Government relative to their removal; after which two of the chiefs, accompanied by many of their people, came and submitted to my examination certain documents, copies of which are herewith enclosed. I beg you to submit these copies to the Secretary of War, to support the allegation contained in my letter to him of the 3d instant, that the speculators have cherished the prejudices of Indians against emigration, by promising them permanent homes on their reservations, though sold and conveyed. The chief, Foshatechee Fixico, repeatedly said to me, while I examined these papers, that it was because of them the Indians who had sold their reservations were unwilling to remove. It is impossible not to perceive the truth and the force of this. The accustomed house and fields of an Indian make up the sum total of his wants and desires; and if he can be left in the quiet enjoyment of these, a small sum of money to be spent in baubles, in riot, debauchery, and gratuities to his friends, will make him surrender to his cruelly deceitful white friend, as he calls him, the most valuable tract of land. These papers had much to do in inducing the Indians to sell; and I cannot feel that I have discharged my duty without directing to them the attention of the Government. The question presents itself, Ought the President to approve of any contract where the purchaser has executed such an instrument? We need not inquire whether the treaty authorizes these arrangements. It plainly does not. It authorizes the Indians to convey their reservations in such manner as the President may direct. They may convey, during the five years, their reservations, the whole, not a part, for a fair consideration. For a con-
sideration to be *fair*, it must be mutual or reciprocal. But it can be neither, if the thing or the act which is the price or motive of the contract is not lawful in itself. Now, these licenses of enjoyment are inconsistent both with the words and spirit of the treaty. With the words, because it says the Indian may convey his reservation, which is only formally done, as, according to these arrangements; he virtually retains a part; with the spirit, because the treaty contemplates the extinguishment of the Indian's title, and his removal, whereas he does not extinguish, but only modifies his title. But if this view was possibly wrong, the conveyance is to be made for a fair consideration, in such manner as the President may direct. The word *manner* refers itself not only to the form of the conveyance, but to the nature and kind of the consideration, both of which the President has a right to control. He has prescribed a money consideration exclusively. Will he then approve of contracts whose consideration in part seems to have been different from that prescribed? Do not these papers show that the motive which induced the Indians named in them to sell was not exclusively a money consideration? Besides their inconsistency with the treaty, and with the regulations, they are deceptive, because in the light of a consideration they are not reciprocal, most of them being in form and substance legally insufficient to secure the end proposed.

Most respectfully, your obedient servant,

R. J. MEIGS.

E. HERRING, Esq.,
Commissioner of Indian Affairs.

This is to show that Sawnepke is to be permitted to live at his house, and cultivate as much as he pleases for his own use, as long as he pleases, on his good behaviour towards his neighbors.

Given under my hand this 23d day of April, 1834.

ANSEL SAWYER.

STATE OF ALABAMA, Talladega county:

Whereas I, Alves Q. Nicks, have this day purchased of Isfarne Yoholo, a Creek Indian, his reservation in the county of Talladega, and State of Alabama, I do hereby bind myself, my heirs, and assigns, to let and permit the aforesaid Indian to live upon the same, and to cultivate his fields, as he has heretofore done, as long as he may wish to do the same.

In witness whereof I have hereunto set my hand and seal this 5th May, 1834.

A. Q. NICKS.

Manageechee is permitted to remain on and cultivate as much of Nejoma's land as she pleases for her own use, as long as she pleases, on her good behaviour.

Given under my hand this 23d April, 1834.

ANSEL SAWYER.

I, Ansel Sawyer, do bind myself in the penal sum of one hundred dollars, to procure for Aspecoo Hadgo a place of residence on the west half of 12, or the east half of 11, township 19, range 5, east, to be laid
off as soon as practicable, which, when done, he is to receive a bond for
the title of a part of either pieces of land, according to the survey.
Given under my hand and seal this 14th May, 1834.

Witnes: J. A. Hogan,
R. H. Sawyer.

This indenture, made this 10th day of April, 1834, between Benjamin
Foreman, of the county of Talladega, and State of Alabama, and Tel­
lega, a Creek Indian, who was located upon south half of section 10,
township 19, range 5, in the Coosa land district; the said Foreman binds
himself, his heirs, and assigns, to permit the said Indian and his heirs to
live upon said land, and to cultivate his fields, and to occupy his house
as long as they may want so to do, in the penal sum of two hundred
dollars.
Given under my hand and seal the day and date above written.

Attest: A. Q. Nicks,
J. W. Smith.

STATE OF ALABAMA, Talladega county:

Know all men by these presents, that I, David Conner, am held and
firmly bound unto Incenis Hajo in the penal sum of two thousand dollars,
good and lawful money of the United States, for which payment, well
and truly to be made, I bind myself, my heirs, executors, administrators,
and assigns, jointly and severally, firmly by these presents, given under
my hand and seal this the 13th February, one thousand eight hundred
and thirty-four.
The condition of which are such, that whereas the said Incenis Hajo
has sold unto the said David Conner all that tract of land lying and being
in the county of Talladega, on the waters of Chochocho, designated and
known as the section twenty-nine, in township seventeen, and range
seven, east, and the said David Conner doth covenant and agree to and
with the said Incenis Hajo to relinquish unto him all his farm and im­
provement, with the liberty of all timber, and water to improve his
farm, and houses, for the term of ninety-nine years, but this is not to be
so construed as that the said Incenis Hajo has any right to rent, lease,
or sell or dispose of, in any manner, to any other person whatever; and
whenever the said Incenis Hajo leaves the said land or improvement,
it then becomes the property of the said David Conner. Now, if the
said David Conner complies with the above obligation, then it is void
and of no effect, otherwise to be and remain in full force and virtue.
Given under my hand and seal this the day and year aforesaid.

Attest: Perrin Woosson,
James M. Conner.

It is understood, and it was intended by the above obligation, that
said Incenis Hajo and his family were to remain on the above-described
tract of land so long as he may live, or remove from said tract of land.
Given under my hand and seal this 6th May, 1834.

J. Bright.
This indenture, made the fourth day of March, one thousand eight hundred and thirty-four, between Richard H. Ware and Yoholo Micco, both of the county of Talladega, and State of Alabama, witnesseth: that the said Richard H. Ware binds himself in the penal sum of five hundred dollars, State currency, to protect the said Yoholo Micco on the premises on which the said Yoholo Micco now lives, on the east side of Talladega creek, in section fourteen, the north half of said section, and township nineteen of range four, east. If the said R. H. Ware protects the said Yoholo Micco in possession of the said tract of land the above to be void, otherwise to remain in full force and virtue. The day and date above written.

Witness: BENNETT WARE.

Know all men by these presents, that I, Dudley Randall, of the State of Alabama and county of Talladega, for myself, my heirs, executors, and administrators, doth covenant, promise, and agree, to and with Nubbe Enarthlar, a Creek Indian, of said State and county aforesaid, that the said Enarthlar and his heirs shall and lawfully may, from time to time, and at all times hereafter, for the term of one or two hundred years, or as long as he or his heirs may deem proper to remain where he now lives, peaceably and quietly have, hold, use, occupy, possess, and enjoy, the present houses where he now lives, and fields he now cultivates, with the appurtenances, without the lawful let, suit, hindrance, or molestation by me, my heirs, or assigns, or of any other person or persons whatever, by or with my or their means or consent; priority, or procurement.

In witness whereof I have set my hand and seal this second day of September, eighteen hundred and thirty-four.

DUDLEY RANDALL, [Seal.]

Montevallo, September 8, 1834.

DEAR SIR: The object of this communication is to trouble you with a statement of facts in reference to some of the Indian reservations in the Creek nation, and to obtain from you the desired information. After the Indian census was taken, as provided for in the treaty, and before the location of the reservations, a party of Indians removed to their then new country west of the Mississippi, where they now are. Before they left, they gave a power of attorney to an individual, authorizing him to sell or otherwise dispose of their reservations so soon as located; their reservations have been located since their departure. Now I wish to purchase some of these lands, either from the agent, if contracts made with him would be considered valid, or from the Indians themselves, if their agent has no right to sell; (which I presume is the case.) If to acquire a title to the land in question it is necessary to buy of the actual owner of the reservation, how must I have my contract authenticated so as to be approved of by the President? Would it be necessary to appoint an agent for the purpose of certifying contracts west of the Mississippi? If so, will you authorize the present Indian agent west for said tribe, to certify con-
tracts made there? I am unacquainted with the agents of the Creeks west, therefore if he would not be a suitable person, some one else might be appointed. As already stated, I am desirous of owning some of those lands, and if I cannot obtain them on better terms, I intend to take their country west; in my route this fall to Washington, provided you will devise a plan by which I can acquire a title in the land should I succeed in the purchase. I hope to hear from you soon, and should you appoint an agent west, sir, for the purposes stated, would it be asking too much to solicit the favor of a copy of the appointment and instructions? In truth I would be pleased to be made the bearer of the appointment for this reason—the trip will be attended with much fatigue, some hazard or risk, and considerable expense. A disappointment in not meeting with your appointment of an agent when I reached that country, would be only a perplexing matter, besides highly prejudicial to my interests; had I the appointment in my pocket, that much of the hazard of the trip would be at an end. You will pardon me for so often troubling you of late. Should I have to go to Arkansas, I would have to leave by the 15th October, to reach Washington by the meeting of Congress. I have the honor to be,

Respectfully, &c.

SAM. W. MARDIS.

Hon. Lewis Cass, Secretary of War.

In the event of your appointing an agent west, would it not be necessary to have the certifying agents here send an abstract of their census, as also locators, &c. to the agent west.

S. W. MARDIS.

MARDISVILLE, ALABAMA,
September 26, 1834.

Sir: By a private opportunity I received from the post office at Columbus, Georgia, on the 18th instant, a letter addressed to me at that place, signed W. Ward, for E. Herring, Commissioner, dated August 14, in which I am notified of the receipt of my letter to you of the 2d of August, enclosing regulations in relation to the certifying of contracts, and am reminded that, in prescribing them provisionally, I exceeded my authority. I was aware of that, but knowing that the President, yourself, and the Commissioner of Indian Affairs, were all absent from Washington, I deliberately preferred to encounter the risk of having what I did disapproved by the Government, and all the consequences thereof, rather than suffer evils of great magnitude to pass unremedied for two or three months of the official action of the agents here.

Perhaps my conduct may be regarded as neither justifiable, nor even excusable, but I will avail myself of this opportunity to lay before you an unvarnished detail of the process of speculation here, that, as nearly as may be, the same circumstances which surround me may be realized by the Department; then I shall be perfectly willing to rest this excess of my authority to your enlightened judgment, and shall certainly acquiesce cheerfully in your decision as to the aptness of the proposed regulations to remedy the evils in question, and as to their conformity with the power
reserved by the treaty to the President. No sooner had the treaty been made public, than those who intended to speculate in reservations posted their partners and agents in the Creek territory with small stores of Indian goods and whiskey, where, by a system of credit, they soon acquired demands against the Indians to be used as engines to awe them to sell their lands. Some of them in person, and more by their emissaries, began to traverse the country in all directions with their negro interpreters. Thus holding the clew of evidence in their own hands—bired at the rate of two dollars a day, and a premium of ten to one hundred dollars on each contract to hunt the reservees down like malefactors or wild beasts, and to follow them incessantly wheresoever they might retreat to avoid importunity and persecution, and never cease harassing them till from mere disgust not a few have committed suicide, and many more have sold for very inadequate prices. These negro interpreters, wholly ignorant of the terms of the treaty, and irresponsible, have been instructed by their employers, and tempted by the bounties given on each contract, to leave no means, however fraudulent or disputable, untried, that might offer the faintest prospect of success. Thus have the Indians been induced, by promises that they should enjoy their houses and fields, and by threats of law suits and imprisonments, to yield a reluctant consent to part from their property; this obtained, and armed with an affidavit of the value of the land made weeks beforehand by the meanest people the country affords, no time is to be lost, lest the Indian be stolen by some more unprincipled knave or negro interpreter, tempted, by a larger bounty, the purchaser instantly sets off, travelling day and night, and by the most unfrequented routes, to the certifying agent, before whom thy formality is gone through of signing a deed and of paying over the purchase money in his presence. The moment the Indian is out of the office, his account is presented, crammed with calico, beads, and multitudinous pints of whiskey; and now the second act of the drama is consummated by taking back just as much of the consideration as suits the convenience of the heartless villain to demand; and thus the Indian, without the friendly countenance and aid of any agent of the Government, is surrendered up into the merciful hands of these worthies, to be first wheedled by negroes out of their lands, and then awed out of their money for trifles sold at exorbitant prices.

It was to give the Indian the aid of a disinterested friend and guardian in the certifying agent in settling his accounts; to take away from the purchaser any occasion of dealing with him in relation to the consideration, and to close all intercourse between them down to the time of certifying, that this first part of that regulation was designed. The second is in strict analogy to what had already been done, the oath being made to comprehend all the various means that had been known to have been used to perpetrate frauds on the reserves.

The detail above given is, to be sure, not without honorable exceptions, but it is a faint picture of what generally occurs.

The Indian town of Eclectic is situate near the centre, and in the most barren and secluded part of the nation. But even in this spot, hitherto peaceful from its insignificance, a fellow has lately erected a whiskey shop, and the direful effects of this visitation were to be seen a few days since—the spectacle of three Indians lying under the same booth, dangerously stabbed by the hands of one another, rendered frantic by the
first potations from the stall of this wretch. The Indians are notoriously peaceful, harmless, and inoffensive among themselves, and as neighbors to the whites, unless intoxicated, and then their madness wastes itself in indecent brawls, and in shedding each other's blood, without the least cherishing of hostility afterwards, attributing all that has happened to whiskey, which they personify by calling a bad fellow. This is the beginning of a speculation in the lands of the Kiclichee Indians, who will escape better than their brethren, if they do not rue the day when this beacon of civilization was set up in their borders. I am incapable of expressing in decorous English, my abhorrence of the practices prevalent here, and my indignation at the perpetrators; and I shall receive my dismissal from this place as a boon, unless the Department should believe it competent to adopt some decisive measures to arrest the torrent of villainous fraud that bears down all obstacles.

With this letter I enclose the evidence taken in the case of John Irfulgar, No. 75 on the Talasahatchee roll; as proof of what I have said, the witness Boyd, who values the reservation to $1,000, is the purchaser of a reservation in the immediate neighborhood of Irfulgar's, that of Supingulgey, No. 30 on the same roll, for which he gave $450, though it is worth, as the most respectable men declare, at least $2,000, and the witness, John M. Love, is a speculator who has been as unscrupulous as any. Bradbury and Holt are the persons from whom the certifying agent derived the information as to the value of the land on which his certificate is founded; they then swore it was worth $400 and no more; now one of them swears it is worth $2,000, and out of the other I could get nothing definite as to the value of the land. To cast our eyes, however, on either of these men is enough to convince one of the wretched consequences that must necessarily follow from allowing the purchasers to have contracts certified upon valuations procured by themselves; for this, like every new country, is infested with scoundrels, who, for a few dollars, will commit any mentionable crime. The witness, John M. Love, is one of the persons who valued the six sections mentioned in the act of the council at Kiclichee, a copy of which accompanied my letter of the 20th of August, to $4,400, one alone of which, section 11 of township 14 range 8 has been valued by Mr. Bright and three gentlemen of Benton county, at $4,200; but he was then doing a job for a brother speculator, and in giving his deposition now enclosed, he was trying to help himself by estimating Indian lands as low as possible.

I feel that my communications to the Department as to the manner of the sales have been unfortunate; but unless the Government cause these lands to be valued, the impositions practised here must go undetected and unpunished.

Most respectfully,

Your obedient servant,

R. J. MEIGS.

Honorable L. CASS, Secretary of War, Washington.

BENTON COUNTY, ALABAMA, ss.:

Examination of James Holt, taken, sworn, and subscribed before William Garratt, one of the justices of the peace within and for said county.
and State, on the 18th of September, 1834, in the case of Irfulgar, No. 75 in the census of Talasahatchee town of Creek Indians, located on the east half of section twenty-nine, township fourteen, range seven, sold and certified to John F. Dill for five hundred and ten dollars, in presence of the said John F. Dill.

1. Question by John F. Dill. Please state what you know about the contract between myself and Irfulgar?

1. Answer by witness. Mr. Dill, on the night before the contract was certified, brought the Indian within about two hundred yards of my house, when he stopped in the woods, and sent Smith Burns to my house for me, who said Mr. Dill had got his Indian; and I went with him where they had stopped. Mr. Dill told me that he wanted me to get Mr. Willis and his horses, and me and Willis to go with him to Jumper's springs, to value the land. I sent my little son to Willis's with the message, and he sent the horses, but said he was sick himself, and could not go. I then sent my son to Bradbury's, and he came, and went with us to Jumper's springs. When we got there and went before the agent to have the contract certified, the Indian asked such a price for the land that Mr. Dill said he could not give it. Mr. Bright told Mr. Dill that he had better take the Indian out while he went to his brick fort, and see if he could do any better with him, observing that a man could not give such prices for land. Mr. Dill took out the Indian in presence of myself, Foster, and Bradbury, and told him that he would give him one hundred dollars more for the land than he had offered if he would make the contract. The Indian agreed to take it, and the contract was certified at five hundred and ten dollars, which was one hundred and ten dollars more than the first contract, as Mr. Dill reported it to me, as I was not present at the first contract.

2. Question by Dill. Did you hear me promise at Jumper's springs, on the way there, or as I came back, that the Indian should have any part of the land?

2. Answer by witness. I did not. After the contract was certified about a week or two, I heard Mr. Dill tell the Indian that he might remain on the land and make corn, till arrangements were made to remove the Indians.

1. Question by R. J. Meigs. Were you one of the persons who valued the land on its being certified?

1. Answer by witness. I was.

2. Question by same. Had you examined it particularly before the valuation?

2. Answer by witness. I had been pretty frequently over it; I lived close to it.

3. Question by same. What kind of land is it; please describe how it lies, the soil, timber, water; say how many acres are fit for cultivation, and what it is worth?

3. Answer by witness. It lies tolerable well; the soil is what might be called second rate; the timber is part oak; it is badly timbered; has a hickory undergrowth; no standing spring; smartly cut to pieces by branches and creeks; and some low, what I call black haw land on it about the water courses. About two-thirds of it are fit for cultivation, but there is not so much second quality; and Mr. Dill has sold the section for five
thousand dollars, but I do not think it is worth that much; I think the west half is worth the most money; it is not so good soil as the east half, but its value is made mostly by a mill seat on it.

4. Question by same. Is the east half worth more than the sum to which you valued it; if you think it is, what induced you to value it at four hundred dollars?

4. Answer by witness. I considered that Government had put a price on land, and that was the price that Mr. Dill was getting it at; and I think property is worth what it will bring.

And further this deponent saith not.

JAMES HOLT.

This examination was taken, sworn to, and subscribed, before me, as mentioned in the caption, 18th September, 1834.

WILLIAM GARRETT,
Justice of the Peace, Benton county.

BENTON COUNTY, ALABAMA, ss.:

Examination of Nathaniel Bradbury, taken, sworn, and subscribed, before William Garrett, one of the justices of the peace within and for said county and State, on the 18th of September, 1834, in the case of Irfulgar, No. 75 on the census of the Talasahatchee town of Creek Indians, located on the east half of section twenty-nine, township fourteen, range seven, sold and certified to John F. Dill for five hundred and ten dollars, in presence of the said John F. Dill.

1. Question by R. J. Meigs. Are you acquainted with the Indian called Irfulgar?

1. Answer by witness. I am.

2. Question by same. To what town does he belong?

2. Answer by witness. He belongs to Talasahatchee town.

3. Question by same. Has he sold his land; were you present when he sold it; if so, state all the circumstances of the sale?

3. Answer by witness. Irfulgar was unwilling to sell his land, and had been much persecuted by the whites, who had been after him to purchase his land, and I had told him to absent himself from home to avoid them. The Indian had gone off towards Turkeytown, in the Cherokee nation. At this time Mr. Dill applied to me to know where the Indian had gone, and I was unable to tell him where he was. He then applied to Tom Foster, who ascertained, through Irfulgar’s wife, where he was. Mr. Foster went with Dill, or at least started together, after the Indian, and they came back together with him to the woods near the house of James Holt, from which place, about an hour or two after night, Mr. Dill, Irfulgar, Tom Foster, James Holt, and myself, started to Mardisville, to have the land certified. As we rode to that place, Mr. Dill told me he was to get the land for four hundred dollars, and was to give the Indian writings for his house, fields, and what land he wanted to enjoy, as long as he wished to remain on it. When the contract was about to be certified, the Indian, on being asked what he was to get for his land, asked several thousand dollars, say two or three or four thousand, and Colonel Bright
told them they must arrange the matter with the Indian, and that he could not certify the contract unless he was willing. They then took the Indian out, and by means of Tom Foster, the interpreter, the Indian agreed to take something like one hundred dollars more than the sum Mr. Dill said he was to have the land for; and the contract was certified. In the conversation between Dill and Irfulgar, just alluded to, Irfulgar was told that the contract could not be certified, unless he told the agent he had sold all his land; that he should have his houses and fields, and as much land as he wanted, as long as he pleased, if he would agree to have the contract certified; and Mr. Dill promised he would give him writings for his house and fields; and what land he wanted, on condition he would agree to have the contract certified.

4. Question by same. Who valued the land for Mr. Dill, and how much was it valued to?

4. Answer by witness. Myself and James Holt valued it to four hundred dollars.

5. Question by same. How much is the land worth?

5. Answer by witness. It is worth two thousand dollars or upwards; it is worth that any how—the whole of it.

6. Question by same. If the land is worth two thousand dollars, why did you value it at four hundred dollars?

6. Answer by witness. I did not know how much the Indian claimed back; and another thing, I did not know the land was as good as it is.

7. Question by same. Was your valuation made on oath?

7. Answer by witness. Yes.

1. Question by John F. Dill. When did the conversation spoken of in your answer to the third interrogatory take place, and who were present?

1. Answer by witness. It took place at the corner of the house where Mr. Bright certifies contracts, in presence of Tom Foster and myself, and perhaps James Holt.

2. Question by same. Is there not a combination between yourself, Benjamin Burns, and Smith Burns, to make Irfulgar complain of this contract, in order that it may be set aside, and to divide the land among yourselves?

2. Answer by witness. There is no combination between us of that kind. The Indian applied to me to see him righted, and Mr. Smith Burns was sent to the Fish Ponds to notify him that the agent was in the country, and that I would see him righted according to the contract with Mr. Dill.

3. Question by same. Have you not said that if I had given you eighty acres of the land you would not have interfered with the matter?

3. Answer by witness. No, I never said any such thing, as I know of.

8. Question by R. J. Meigs. Did Mr. Dill ever promise you eighty acres of the land?

8. Answer by witness. He promised me eighty acres of the land for my trouble in going to Jumper's springs and back, and for my trouble.

And further this deponent saith not.

NATHANIEL BRADBURY,  
his x mark.

Subscribed and sworn, as mentioned in the caption, 18th September, 1834.  
WILLIAM GARRETT, J. P. B. C.
ALABAMA, Benton county, ss.:

Examination of Benjamin Burns, taken, sworn, and subscribed before William Garrett, one of the justices of the peace within said county and State, on the 18th of September, 1834, in the case of Irfulgar, No. 75 on the census of the Talasahatchee town of Creek Indians, located on the east half of section 29, township 14, range 7, sold and certified to John F. Dill for $510, in the presence of the said John F. Dill.

Question by Mr. Dill. Is there not a combination between yourself and Bradbury to break up this trade, to make something out of it yourself?

Answer by witness. No, there is no such combination. I always contended for my own labor. I was told the contract might be set aside, though the agent (Mr. Meigs) and I applied to him, and he told me to bring the Indian forward in person; and I did this in order to try to get redress. If I could break up the contract, I intended to try and get the land if I could. And further this deponent saith not.

BENJAMIN BURNS, his mark.

This examination was taken and sworn to and subscribed before me, (as mentioned in the caption,) the 18th September, 1834.

WILLIAM GARRETT, J. P. B. C.

ALABAMA, Benton county, ss.:

Examination of Samuel Boyd, and James Robinson, and John M. Love, taken, sworn, and subscribed before William Garrett, one of the justices of the peace within and for said county and State, on the 18th of September, 1834, in the case of Irfulgar, No. 75 on the census of the Talasahatchee town of Creek Indians, located on the east half of section 29, township 14, range 7, sold and certified to John F. Dill for $510, in presence of said John F. Dill.

Question to Mr. Boyd by R. J. Meigs. Are you acquainted with the east half of section 29, township 14, range 7, on which Irfulgar was located, and which has been sold to John F. Dill? If you are, what was it worth in the state in which it was when it was certified?

Answer by witness. I am well acquainted with it; I think there are not many rods of it that I have not been over. I would have given a thousand dollars for it at any time after it was certified. And further this deponent saith not.

SAMUEL BOYD.

Question by R. J. Meigs to James Robinson. Are you acquainted with the east half of section 29, township 14, range 7, on which Irfulgar was located, and which has been sold and certified to John F. Dill? If you are, what was it worth in the state in which it was when it was certified?

Answer by witness. I am acquainted with the land, and have been living near it for about two years, and have been often on it. I should think it worth about two thousand dollars. I think about two-thirds of
it is fit for cultivation, most of which is first rate for this part of the country. And further this deponent saith not.

JAMES ROBINSON.

Question by R. J. Meigs to John M. Love. Are you acquainted with the east half of section 29, township 14, range 7, on which Irfulgar was located, and which has been sold and certified to John F. Dill? If you are, what was it worth in the state in which it was when it was certified?

Answer by witness. I am acquainted with the land in question. I cultivated the land, or part of it, in 1832. I think there is something like two-thirds of the half section fit for cultivation, and one-third of that, at least, is very much worn. My opinion is, that, at the time Irfulgar sold it, it was worth one thousand dollars. There has been but little done on the land since that time, except the making of one crop.

JOHN M. LOVE.

These examinations were taken, sworn to, and subscribed before me, (as mentioned in the caption,) the 18th September, 1834.

WILLIAM GARRETT, J. P. B. C.

WASHINGTON CITY; October 15, 1834.

Sir: The letters from Mr. Meigs which have been referred to me for a report are those of the 20th of August and the 6th of September. From these it appears:

1st. That the 90 chiefs are satisfied with their locations. These chiefs were ascertained by the census agents, were named in the return of those agents, and their names were handed to the locating agents, as their guide.

2d. That applications will be made by many who allege themselves to be heads of families, but who were not returned as such by the census agents.

Of this the locating agents were fully apprized. The subject has been frequently brought to the knowledge of the Department, but as yet it has taken no order upon the same.

It would perhaps be now impossible to ascertain from the census agents the reasons of those omissions, and extremely difficult at this period to prove which Indians were heads of families at the time of the treaty, and which were not. Or I might rather say, there would be no difficulty with interested and evil-disposed persons in proving about these Indians whatever they pleased.

It appears to be as the most correct course for the Government, to maintain the integrity of the census as it was returned, and should any unequivocal cases of omission come to its knowledge, a better remedy than additional locations would be one of pecuniary recompense.

3d. Mr. Meigs also thinks that many are on the census-roll who strictly should not be there. This opinion is probably correct to some extent. Mr. Meigs, however, adds, stating many sound reasons for the same, I am determined to leave all who are upon the census untouched, unless
otherwise directed by the Department." I fully coincide with Mr. Meigs in the correctness of this determination; but I acknowledge myself entirely at a loss, on referring to Mr. Meigs’s instructions, to find in them any authority for his meddling with the census.

4th. Mr. Meigs states that the Indians ought to have been allowed to select their lands, that many were floated away from their improvements, and “they say” that Colonel Abert was imposed upon in his deputies, who were interested, in speculations upon the lands, and made in consequence many erroneous locations.

If there was a course which would have led to gross abuses, it was this very right of selection which Mr. Meigs advocates, and if the treaty has been violated in this respect, it has been by the orders of the Department under which we acted. These orders limited the selections to those who had improvements, limited the improvements to the dwelling, and directed the balance of the Indians to be located in a body, and which orders were fulfilled to the best of the ability of the locating agents.

Selections on a different rule were practically impossible. Who was to have the first, who the second, and who the third choice? What rule was to determine the preference in this respect, and in what time would the Indians have been collected for that purpose? The absence of him who might be considered as having the first choice would delay the locations of an entire town, until he appeared, or if present, the time he might think proper to infuse into his act of choosing, or the time which might be necessary for him to examine all the lands over which his choice extended, would probably have delayed the locating agents weeks in locating each individual.

That many were floated from their improvements. In this Mr. Meigs has been misinformed; I am sure it is not a fact, and when he himself becomes better acquainted with this business, he will, I have no doubt, change his opinion. Some few cases of this kind may have happened from the negligence of the Indians in attending to the locating agents, and the ignorance of the chiefs, (some of whom were always with the agents in locating the Indians of each town,) that the Indians named had any improvements. These cases, however, were redressed as soon as known, before I left that country and since my return.

But that a system of this kind has been pursued by any deputy, or that a single case by design exists, is as yet without the least shadow of proof.

The course of locating was to visit each town separately, to call upon the chiefs of that town, and request their attendance, and to assign in the first instance, the lands to those who had improvements at the time of the treaty. All those without improvements at that time were called floaters, and the sections assigned to them by lot, within the limits prescribed for the body of their people.

Those Indian who chose to abandon their improvements and become floaters were allowed to do so, and those who had recent and temporary improvements within the limits prescribed for the body of the town, were allowed to retain them if they chose.

There were two cases in which nearly all the Indians of an entire town preferred abandoning their temporary improvements, and to be floated altogether in a mass.
The lots were determined by taking the sections in regular order, and the names of the floaters in regular order, and where one was alike ignorant of the individual Indians, and of the lands, what other plan more equitable to all could have been adopted, and what other place so proper for it as an office?

In no case was there any location by me but to a name on the census rolls. These rolls contained the names of the ninety principal chiefs, and of the 6,447 heads of families, sustained by the oaths of the census agent.

In locating the orphan children lands, we selected the best we could find, without invading an individual right. They were committed by your orders entirely to our discretion.

The "twenty-nine sections" were to be located to such Creeks as the nation might designate. But we had no authentic designation of these Creeks, and could not therefore assign these twenty-nine sections to any individuals. As the land sale however was ordered, and we were bound to make our returns to the land offices, and this quantity of land must be exempted from sale, we had no other course in relation to the same, than to mark off the proper number as reserves, and afterwards, when we should obtain an authentic disposition of them from the Creek nation to individual Creeks, to assign them accordingly. This course was therefore pursued, and 29 sections are now reserved to satisfy this provision of the treaty. They are as yet unassigned to individuals, because we are as yet without any sufficiently authentic assignment of them by the nation; one-half section only excepted.

Measures have been taken to obtain a knowledge of the wishes of the nation on this subject at its next general council for the receiving of the annuities. These remarks, together with a copy of the instructions to our deputies, which is hereunto annexed, will acquaint the Department with the system pursued in making the locations.

That Colonel Abert "was imposed upon by his deputies," &c. Colonel Abert is as yet without any evidence to justify this assertion, and the insinuations which follow. He regrets that Mr. Meigs should have incorporated so stale a slander in an official communication, without naming an individual or an act. Colonel Abert believes that his deputies would have scorned the course which Mr. Meigs says report has attributed to them, with as much indignation as Mr. Meigs himself. They are gentlemen of character and standing, respectably connected, and were highly recommended to me by those who knew them well, and whose judgment and integrity are not to be questioned.

The locations of improvements were made in the open day on the particular spots, and often in the presence of at least one hundred white witnesses. The floating was not done by the deputies, except in Macon county, where, finding it impossible for me otherwise to be ready by the 13th January, as ordered, they were then intrusted to my principal assistant, Mr. Collins.

As soon as my deputies had made their returns, they bought as others bought and as they had a right to buy, without advantage over others, as they were accompanied in their duties by hundreds who observed the lands as well as themselves.

There was no person in that country who either had not bought, or
did not wish to buy. And my deputies were chosen from the recommendations of the most respectable of the inhabitants from their knowledge of the Indians, from their reputed integrity and known energy of character. The time in which the duty was done, and the very few well-grounded complaints which have been made, may allow me to say that the choice was fortunate.

Mr. Meigs will not touch the census, from "the perjuries which base men will be tempted or induced to commit." An equally sound reflection applied to other points in his letters, would, I think, have induced to a similar determination.

4. Mr. Meigs says the Indians say they were not consulted as to the district of country in which they chose to have their land. This is true. It was not necessary to consult them, nor, if consulted, were they able to make a decision; nor could they have been located differently without encroaching upon other towns; and, if consulted, which of the towns was to have the first choice?

The vicinity of the town-house, and of the mass of the improvements, was chosen generally for the locality of the floaters, to bring them together as ordered, and they always preferred being near their town-house.

That "land unfit for cultivation was assigned to many." This is correct also. But how could it be avoided when land unfit for cultivation sufficient for one-half of the reserves did not exist in the nine counties? Mr. Meigs does not appear to have taken into his consideration the quantity of acres embraced in the whole Creek country, the quantity required for the locations, and the proportion of good land, including that barely fit for cultivation.

By disregarding all locations in bodies, some few might have got better lands, but who were to point out those few, and when would such a system end, and to what abuses would it not have been exposed?

That the twentieth Indian does not know where his land lies. It is really painful to find an agent in the position of Mr. Meigs adopting such idle and unfounded reports, and making them subjects of official communications. There were 6,447 heads of families to whom rights to land have been assigned. Now if Mr. Meigs means what he says, there are not more than about three hundred of these who know where their land lies. In the whole number of locations made under my supervision, I find the average of those who were assigned to lands of their choice by virtue of some improvement much exceeds forty in the hundred. Now taking forty in the hundred, and supposing that the same average extended over the locations of Mr. Bright, (who had less than half of the locations under his care,) it will make the total number so assigned two thousand five hundred and seventy-eight. Will it be pretended that these do not know where their lands lie, when those lands were of their own choice? So with the floaters; many of them were shown their lands before I left that country, and many knew them from recent improvements, which were allowed a preference when within the body of the land assigned for the floating rights of each town.

There are no doubt many who do not know, and who never will take the trouble to ascertain where their lands lie. But this is their own fault. Certificates of the locations were issued, and in every town there are two
or three of what are called Indian countrymen, white men with Indian families, and recognized as Creeks. These are the council of the Indians in all matters of business, are acquainted with the land marks, and ready when called upon to show the Indian the land described in the certificate, and have frequently done so.

5th. No list of those who were orphans has been made, &c. This is correct. None was directed to be made; none was necessary. When the orphan land is sold and the President has determined upon the manner in which its proceeds shall be applied, he can readily ascertain the orphans of each town, if desirable.

6th. The 29 sections. All Mr. Meig's remarks and references on this subject might have been spared by a reference to Mr. Bright, who could have assured him that the 29 sections are yet unassigned; that the result of the council of Setchaltitea was not considered sufficiently authentic by the locating agents, and that the subject is again to be brought before the Indians on their meeting to obtain their next annuity.

7th. Sale of the reservations. The valuation is in the power of the agent; if he errs in judgment and the contract is rejected, the Government would be bound to see the first purchaser made harmless in the amount which he had been required to pay.

As to the frauds in obtaining back from the Indians the money paid to him, the President has frequently declared that this stage of the business was beyond his control. I think with Mr. Meigs that Doctor McHenry's practice in the sales is probably not as safe to all parties as that of the other agents.

Upon the whole, either Mr. Meigs has not made himself acquainted with the affairs of the Creeks, or I have been with them in vain, for really to my judgment he seems to have adopted many very erroneous notions. He also appears to me entirely to have misconceived his instructions. Referring to letters to him, and to circulars to the certifying agents, it is very evident that the design was to limit his investigations to the suggesting of some plan which might prevent frauds upon the Indians in the sale of their lands. But referring to Mr. Meigs's communications it would appear that he considers no one as having ever before reflected upon the moral and legal obligations of the treaty, and that he was now called upon to instruct the Department on the subjects above.

I do not presume to any knowledge of what is expected of Mr. Meigs, beyond the evident tenor of his instructions, but judging from his letters he seems disposed to give to his authority a very extensive range, and to indulge rather in remarks than investigations.

It is really to be lamented that a public agent should so readily incorporate in official reports, the miserable slanders which he hears, engendered by interest, ignorance, or malevolence, and which, in the investigation of many cases, have already been proved to you to be destitute of even a reasonable probability.

The Department is well aware under what pressing injunctions these locations were made; that the agents did not enter the field until about the Ist of December, and that they were required to have their returns at the land sales by the 13th January, and that these returns were ready within a few days of that period. It also knows that we had to locate 130 whole and 6,447 half sections, and that its records do not show fifty
cases of complaints, and of these, every one well founded has been cor-
rected. It surely did not intend upon a duty so executed, to cast the 
odium of its disapprobation by ordering an investigation of it ab initio, 
by an entire stranger to all its general principles as well as peculiar 
duties, and if it did not, Mr. Meigs has certainly mistaken his instruc-
tions.

The remarks of Mr. Meigs, in his letter of the 6th of September, as 
well as that of the 2d October, have been generally, and, I hope, suffi-
ciently replied to already.

The employ of an agent to show each Indian his land, as recom-
mended in his letter of the 6th September, will involve a great deal of 
time and a great deal of expense, and is, I think, unnecessary, from rea-
sons previously stated. If it should, however, be determined upon, the 
agent must be furnished with a list of all the locations, and of all the sales, 
as these last need not be shown. He must then seek out the Indian and 
then show him the land.

Mr. Bright is in every way competent to this duty, and, also, to make 
the corrections of errors in locations if it were necessary; but these 
corrections would be very few, if any, and are rather in imagination than 
reality. But neither Mr. Bright nor any one else can make any proper 
corrections without having with him the deputy who made the location 
in the first instance, that he may ascertain from him the reason for ma-
king the location as it is found. Nearly all these disputed cases were 
subjects of dispute in the first instance, when they were investigated and 
decided. Is it not necessary, therefore, to know the reasons of a first 
decision before a second can, with propriety, be made?

I am sure Mr. Bright is too well acquainted with these affairs to have 
offered himself for such a service. Moreover, all the locations have al-
ready been made; all complaints, properly sustained, have been redress-
ed; the land has been a second time ordered for sale; returns of loca-
tions are furnished to the land offices, and numerous contracts approved.

Is this labor now to be thrown into confusion and to pass for nothing, 
merely to gratify some who have been disappointed in their speculations? For, depend upon it, that however unaware he may be of the fact, Mr. 
Meigs is inadvertently working for the speculator in all that he says. 
His judgment upon the entire range of Creek affairs appears to be biased 
by previous impressions, or forestalled by reports anterior to any in-
vestigations. His feelings are, no doubt, pure, and their excitement at the 
abuses which he may have ascertained to have been practised upon the 
Indians, in the sale of their lands, has, probably, disposed him to give 
credit to all he may hear. But he really appears to me to be unwil-
ning of that which is due to those who preceded him, under circumsta-
ces far more perplexing and far more complicated than any to which he can be 
exposed.

Respectfully submitted.

J. J. ABERT,

Honorable Lewis Cass.

Copy of the Instructions to the Deputy Locating Agents.

No selections can be made, except by those who had improvements at 
the time the treaty was made, and the selections will have to embrace 
their improvements: that is to say, a chief who is entitled to one of the
ninety sections, will be allowed to select the section upon which his improvements are situated; and a head of a family will be allowed to select the half section upon which his improvements are situated. All others will have to be located in a body in a proper form.

When an improvement extends into more than one of the legal subdivisions to which a person is entitled, you will assign to him that one where his houses and residence are.

If more than one person reside upon the same tract, let that tract be assigned to the one who has lived there the longest, and if that fact cannot be accurately ascertained, let the right be decided by lot.

In relation to the "proper form" in which those are to be located who are to take their lands in a body, you will assume a square or oblong, or as near as may be, and where suitable locations can be made for the same town, so as to give their whole reservations one or the other of those forms, let it be done. But if the nature of the country is such as would necessarily lead to the assignment of tracts utterly unfit for agricultural purposes, there must, in such cases, be a reasonable deviation from it.

The right of selection to the Indian being limited to the legal subdivisions upon which his improvements are, is not to be considered as a bar to his abandoning that right, and to his taking his legal subdivision in the same body with the locations for his town.

No improvements made subsequently to the date of the treaty will be considered as giving any preference in the locations. As fast as the locations are made, you will place the Indian entitled to them in possession.

In assigning a half section to a head of a family, you will divide the section into eastern and western or northern and southern half sections, as either course will make the most equitable division of the good lands of the section. It having been represented that there are errors in the census, you will make any corrections that shall come within the following rules:

1st. You will assign a tract to no one who is evidently a minor, and not a head of a family.

2d. You will correct all errors in which the same individual has been enrolled under different names.

Beyond these rules you will locate agreeably to the rolls sent with these instructions.

In cases in which the locations of any of the rolls transmitted to you shall extend beyond the boundaries of — county, you will, nevertheless, complete the locations of the rolls agreeably to their headings; that of remarks, with the cause of not locating, when corrections of the census are made, and with the names and ages of the heirs, where the chief or head of a family has died.

The original rolls now sent to you will be returned, with an affidavit appended to the same, that the locations have been made, to the best of your knowledge and belief, agreeably to these instructions.

You will, also, when the rolls are returned, transmit a report of your proceedings, in which you will please to enter fully and freely upon any subject connected with your duties.

In all the cases the locations will be governed by the lines of the surveys, and will embrace what is technically called a section or half section, but
when the improvements are situated on a navigable watercourse, by which the sections are made fractional, the reservee may be allowed to take the fraction including his improvement and such part of any adjacent fraction or section as may be necessary to include the quantity to which he may be entitled: provided this course shall not intrude upon the right of any Indian having improvements upon that adjacent fraction or section. And in cases in which their intrusions upon the rights of others will take place, if the reservee upon the fraction were to have his claim extended into the adjacent fraction or section, you will assign to the reservee the particular fraction upon which his improvements are situated, and then selecting from the sections of those to be located in a body, as many as are necessary and conveniently situated, assign the additional quantities necessary for the fractional reserves within the same.

A fractional reservee may, however, abandon his fraction and take his legal subdivision in the body of the reserve for his town. But, in all cases in which an Indian shall abandon his improvement and be located in the body of the land for his town, no other Indian will be allowed to take the improvements so abandoned.

You will make no location upon section No. 16 of any township, unless the same is occupied by an improvement at the time the treaty was made, thereby giving to the holder of the improvement a right of selecting the same.

You will not furnish to any one any extract or written statement of the locations which may be made by you.

NOTE. The instruction in reference to fractional reservations was afterwards so modified that the Indian was allowed to take his fraction, or float, for his entire half section. The modification became indispensable from the scarcity of tillable land, and was rigidly observed, except in a few cases in which the additional quantity had been promised before the modification had been adopted.

Report of Colonel Abert upon a letter from R. J. Meigs, Esq., dated October 28, 1834.

Mr. Meigs divides his letter into four distinct heads: First, as to the causes. His remarks under this head relate to the omitted names.

In addition to what has been said in former reports on this subject, I will state that, aware of such claims, when the locations were being made, the deputies were directed to report such omitted names as might fall under their observations and the total number, together with those reported by Mr. Bright, is about one hundred and thirty. A more particular investigation would probably show more claims, but in relation to the justice of these claims, it would, also, in my opinion, much reduce them.

Taking the whole number, however, as reported, the Department can judge whether or not they can have that influence upon emigration which is attributed to them.

Second, as to the locations. All the remarks upon this head have been generally replied to in former reports. I see no occasion for adding more.
This idea of Indians floated from their improvements, which seems to haunt the imagination of Mr. Meigs, is the mere result of a want of correct information as to what has really been done, and why.

Third, as to the sales. Upon this head the Department has been fully informed by several of its agents; but I believe it considers the Indians as having made themselves, of their own choice, free agents under the treaty, and that it cannot interfere further than is prescribed in the regulations for the certifying agents.

Fourth, as to the valuations. Mr. Meigs's remarks under this head convey a censure upon the certifying agent, entirely unmerited by them, in my opinion, and arising altogether from Mr. Meigs's partial knowledge of the business. He then suggests the following plan as a remedy:

First. Let the subagents, joined with some other person, be made commissioners to hear complaints of those heads of families who were omitted on the census, or otherwise aggrieved.

The plan would be better and more consistent with the provisions of the treaty, to appoint a quo ad hoc census agent, who should visit every town, and have authority to call on the former census agents for the reasons of the omissions, and be furnished by the Department with all the information in its possession on that subject. Many of the claims now made are those of Indians rejected by the census agents.

His duty should be limited to this single object, and not extend to other grievances. Indian grievances are a never-ending subject, and will be generally found of importance only in the minds of the romantic.

Second. "Let those heads of families who shall prove, to the satisfaction of this commissioner, that they were floated from their improvements and located on lands which they refuse, relinquish their locations to the United States, and receive a compensation in cash."

This duty cannot be well performed without a reference to the locating agents and their deputies. Many were floated from choice; others denied their improvements, in the hope of getting better land by floating; others sold their rights, and joined their testimony in the support of those to whom they had sold, and they now seek to go back to their original right, under the prompting of purchasers. Other disputed cases were decided, agreeably to the order of the Department, by lot; and, of course, left disappointed claimants, who now renew their pretensions. The investigation of such questions would lead to the most conflicting, contradictory, and unsatisfactory evidence that can possibly be imagined.

The plan of relinquishing these claims to the United States cannot be adopted without legislative provision; and it is even doubtful if authority can be given to purchase lands from individuals, except for the purposes specified in the constitution.

Third. "Let those Indians who have been cheated in the sales of their lands, or who have complaints respecting the resumption of the money by the purchaser, apply to this commission, who will report to the Department."

For what purpose? The Department has already declared that it cannot interfere beyond the regulations adopted for sales.

Fourth. "Close the certifying offices for twelve months."

This is at war with all the action and policy of the Department on this subject; would unnecessarily create the greatest consternation in that country without any good effect, and would be a direct censure upon
agents of the highest character and standing of those who are now employed in certifying.

Fifth. "Value the reservations."

For what purpose? The Indian has a right to sell "to any person for a fair consideration." The agents are made the judges of that consideration. What is there to prevent the Indian from paying back a part of the consideration, be the land valued by whom it may? Moreover, if these lands were placed at their full value, or maximum valuation, who would buy them? The inducement to buy is the hope of profit; remove that inducement and when will the lands be sold? The question is not about selling a single farm, but of millions of acres; and if the sales are to be based upon the rule of selling a single farm, when would these lands ever be sold? How slowly do lands change hands elsewhere on this consideration.

Again, in five years after the date of the treaty, the Indians who have not sold will be entitled to a "patent in fee simple," which they can convey without the supervisory guardianship of an agent. Obstruct the sales by a high valuation now; and what numbers will be in that position, and what reasonable ground of hope is there that the reckless improvidence which characterizes their present transactions will be less then; and then they will be without an agent to guard and protect their rights. Such a course would be literally giving their lands away; now they get something for them.

Sixth. "Direct the subagent to take relinquishments from the Indians of their reservations at the estimate put upon them by the valuers, which sum pay to the Indians."

This violates the treaty, which gives to the Indian the right to sell "to any person for a fair consideration."

Seventh. "Let the register of the land office receive entries of the relinquishments, at the prices so affixed."

How can this be done under the treaty?

Eighth. "Let all sums of money to be paid the Indians, according to this project, be paid them west of the Mississippi."

The Department has already decided that it had not the power to coerce such a course, upon a proposition for paying west of the Mississippi presented to it long since.

Ninth. "Procure an act of Congress to authorize these things, making an appropriation for these purposes, and adjusting the amount of compensation to be paid in the cases included in 1 and 2."

Those Indians who have been regularly returned by the census agents and regularly located, possess vested rights under the treaty, which it is presumed, could not be modified by any act of Congress; and cases in which they have sold under the treaty are certainly beyond the correcting hand of the legislature.

It is easy, now that effects have transpired and evils become apparent, to show how many of them might have been avoided, (which is, however, rather a subject of speculation than of action.) It is well known to you how difficult it was to make the treaty which now exists, that propositions, far more advantageous to the Creeks, were rejected by them, and that they could be induced to sign no other than the present treaty. It was a treaty of their own choice, and not without a warning of some
of the difficulties to which it might probably lead. There seems to be 
now no other course than to abide by its provisions.

The cases of claims not included in the census nor located, cannot be 
considered vested rights under the treaty, and are, therefore, open to 
redress. My views of this redress are different from those of Mr. Meigs.

The unsettled condition of the Creeks, and their repugnance to emi-
gation, come from what course it may, (and much of it is attributed, by 
agents in that country, to expectations impossible to be realized, which 
Mr. Meigs's operations have created,) require the attention of the Gov-
ernment. To correct erroneous impressions, remedy evils yet in the 
power of the Government to remedy, and to fix the minds of the Creeks 
upon emigration in a clearly defined and short period, are subjects of 
much interest. For these purposes there is no course so pregnant with 
success, in my judgment, as the making of a new treaty in that coun-
try, in which the leading chiefs of every town should be required to be present.

This treaty should have its object limited to fixing upon a definite pe-
riod for emigration, to redressing, as a gratuity, some of the complaints, 
and to the offering of some additional inducements to emigrate—all de-
pendent upon the fact of emigration.

A choice of proper individuals as commissioners for the treaty, would, 
I think, ensure to the Government the accomplishment of all desirable 
objects, in relation to the Creeks, in the shortest possible time, and pre-
vent that lingering and inefficient execution which now characterizes 
every effort at emigration.

But, apart from these speculations, the letter of Mr. Meigs is of great 
interest under the consideration that it presents the sum of all that he 
has heard, and all that he thinks he has seen, and his plan of remedy for 
the evils. Having, therefore, all his views before it, the Department is 
enabled to decide if further instructions or employment be necessary.

Respectfully submitted.

J. J. ABERT,


November 11, 1834.

ALABAMA, Montgomery county, ss.:

Examination of Thomas Taylor and Milo B. Abercrombie, before Lud-
win F. Taylor, one of the justices of the peace, within and for said coun-
ty and State, on the 28th of October, 1834, touching the claim of Tuck-
abatchee Fixico, to be located on the north half of section twenty-one, 
township seventeen, range twenty-one, whereon Hie-oak-ke was located, 
taken in presence of Charles P. Zimmerman, representing the first, and 
Daniel Scurlock, who has purchased from the last, as appears by deed 
certified January 29, 1834, approved April 30, 1834.

Questions to witness. 1. Are you acquainted with Tuckabatchee 
Fixico? How long have you known him? Where has he lived since 
you knew him?

Answer. I am acquainted with the Indian called Tuckabatchee Fixico, 
and have known him eleven years, or about that time. He has lived in 
Clewattie town ever since I knew him, and I believe in the same house
since I knew him until the spring 1832. The only absence from his residence at Clewallie that I know of, was during the first of the year 1831, during which time he was employed for six months as a striker in the blacksmith’s shop kept there by the chiefs. He took his family there, and had a house when he resided at Tuckabatchee. When the six months for which he was employed had expired, he returned to his place at Clewallie, and occupied the same house in which he had lived from my first acquaintance with him, and continued to occupy it until the spring of 1832, when he changed his residence and moved to a house about one mile from his old house. The house to which he moved is situated on the north half of section twenty-one, township seventeen, range not recollected; I believe it is range twenty-one. I am not able to state the precise time at which he went there, but I think he had corn planted there in March, 1832. After that time he built a house and cultivated land there, which seemed to have been cleared some years ago. He remained in occupation of this place till the spring of 1834, when Richard Brazzell came and took possession of the premises and fenced up the Indian’s house and field, and he then left them pretty early in the spring of 1834.

Q. 2. What family has Tuckabatchee Fixico? What family had he at the date of the treaty?
A. At the date of the treaty he had a wife and six or seven children, I am not certain which.

Q. 3. What other Indians were residing on section 21, township 17, range 21, besides Tuckabatchee Fixico, at the date of the treaty?
A. I never knew that any other Indian lived on the north half of the section but himself. The other half of the section is assigned to an Indian called by the whites Ledge, and by the Indians Santul Fixico or Thlantul Fixico, and that half had divers Indian occupants at the date of the treaty besides Ledge.

Q. 4. Do you know that Tuckabatchee Fixico occupied the north half of section 21, township 17, range 21, at the date of the treaty?
A. I do not know that he did, but I think he did, and lived in a camp.

Q. 5. Do you know who was located on said half section?
A. I do not know who was located on it. I know the man that Mr. Scurlock said he bought it of. His name among the whites is Jo. I never knew his Indian name. I do not believe he is a Clewallie Indian, I never saw him about the Clewallie square.

Q. 6. What opportunities have you had of knowing the Clewallie Indians?
A. I have lived on the edge of the town nearly two years, and five or six miles from it about thirteen years. For the last two years I have lived near a store about which the Indians have resorted very much, and I think I know every Indian belonging to the town, though I may not be able to tell some of their names.

Q. 7. Are his improvements both at the old and new place included or not by the town fence of Clewallie?
A. They are.

Q. 8. Were you present at the location of the Clewallie Indians, and particularly that of Ledge? If you were, state all that occurred.
A. I was present when the locating agents, Collins and Watson, met the
Clewalle Indians at the corner stafe of section 21, township 17, range 21, the chiefs of the town and many of the people being present. The agents or one of them asked the chiefs and people whether they were all willing that Thlantul Fixico, alias Ledge, and Tuckabatchee Fixico, should have said section; the chiefs and people all seemed to agree to it; and the agents turned to their book to make the location and found that his name was not to be found. The agents then said the land should be reserved for him, and they would report the case to Colonel Albert.

Q. 9. Was Daniel Scurlock present when the facts detailed in the last answer took place?
A. He was, and as well situated as I was to hear all that passed.
And further this deponent saith not.

THOMAS M. TAYLOR.

Examination of Milo B. Abercrombie.

Q. Do you know any thing of the taking of the census of the Clewallie town, and the Indians who gave in their names at that place?
A. I acted as clerk for Mr. Parsons, the census-taker, when he took the census of Clewallie. It was done at the square or council-house of that town, and among the Indians of that town inserted in the census was Tuckabatchee Fixico, and I myself wrote down his name among the rest.

Question by Daniel Scurlock. When did you first become acquainted with Tuckabatchee Fixico, and where did he then live?
A. I became acquainted with him in January, 1832, and he then resided at a house near the Clewallie square.
And further this deponent saith not.

MILO B. ABERCROMBIE.

These depositions were sworn and subscribed before me, October 28, 1834.

L. F. TAYLOR, J. P.

ALABAMA, Montgomery county, ss.:

Examination of witnesses before Ludwin F. Taylor, one of the justices of the peace within and for said county and State, on the 29th October, 1834, touching the claim of Tuckabatchee Fixico to be located on the north half section twenty-one, township seventeen, range twenty-one, whereon Hieoake was located; taken in presence of Charles P. Zimmerman representing the first, and Daniel Scurlock, who purchased from the last, as appears by deed, certified January 29, 1834, approved April 30, 1834, and on oath.

Examination of Richard Brazzell, sworn on his voir dire.

1. Question by Zimmerman. Have you no interest in the north half of section 21, township 17, range 21?
Answer. I do not consider myself interested. I have a contract with Mr. Scurlock for the purchase of that part of the said half section which lies on the north side of the river Talapoosa, being nearly 160 acres, for which I am to give him two thousand dollars, provided he holds it. But I lose nothing by the contract if he does not hold it. This contract is not in writing. I have the land now in possession.
Sworn in Chief.

1. Question. Are you acquainted with Tuckabatchee Fixico? If you are, how long have you known him? Where did he live when you first became acquainted with him?

   Answer. About February or March, 1832, I rented part of the half section in question from Conway Barton, who had it in possession at that time, and it was then that I first became acquainted with Tuckabatchee Fixico, and I have known him ever since. He then lived near the square of Clewalle town, a mile and a half or quarter of that part of the land which I rented. He planted and cultivated on the land, that season, a small patch of corn, perhaps about a quarter of an acre. In the latter end of the summer of 1832, he made a camp not far from the patch he cultivated, and lived in it off and on at times, and would go backward and forward to and from his house near Clewalle square. This camp was made about the time of the survey of the country, and this camp is not within the lines of this section. I examined it day before yesterday, for the purpose of being sure of this fact.

2. Question. Did Tuckabatchee Fixico build a town within the lines of the half section? If he did, at what time?

   Answer. He helped other Indians to build a house there; he and his wife told me that the other Indians were hired to help them build the house, and he lived in the house after it was built. This house was built in the latter part of 1832 or first of 1833, I cannot say which; it was during the winter. He lived in this house off and on until last spring. He told me that Zimmerman and Townshend had hired the Indians to build the house, they having made arrangements to purchase the land. Both Tuckabatchee Fixico and his wife, along the latter part of the summer of 1833, or along about the time the house was built on the land, both told me that what put him up to go there and build, was that Zimmerman and Townshend told them to do it and he would have a mile square, as he was one of the first chiefs, and they were to have one-half of it.

3. Question. Was there not a camp on the land when you first went there, and did you not shelter in it often in the spring of 1832?

   Answer. There was a camp of boards put upon some forks, but whose camp it was I don't know. I sheltered under it, or tried to, but perhaps two or three times. It was a very sorry place.

4. Question. Did you not see Thomas J. Zimmerman measure out corn due from Barton to Tuckabatchee Fixico in the year 1832?

   Answer. I paid Barton rent for the use of the land and had put it in a pen on the land, and I afterwards saw Thomas J. Zimmerman measuring corn from that pen, and Jinney, the wife of Tuckabatchee Fixico, receiving the corn, and carrying it away; but whether it was paid or received as rent I do not recollect.

5. Question. Was there any corn planted on the land near the shed mentioned in your answer to the third interrogatory, when you began to cultivate there?

   Answer. When I began to plough there, there were perhaps ten hills of corn planted not far from that camp, but who planted them I do not know. I ploughed through this corn when I ploughed my own corn, as
I had told Mr. Barton that this corn was planted, and he told me to plough through it, and to treat as my own, as the land was his. I do not know who gathered these hills of corn. And further this deponent saith not.

RICHARD BRAZZELL.

Examination of Haynes Crabtree.

1. Question. Are you acquainted with Tuckabatchee Fixico? If you are, how long have you known him? Where did he live when you knew him first? Where did he live on the 24th March, 1832? What removals has he made since you knew him first?

Answer. I have been acquainted with him ever since the year 1827. He then lived with his family, consisting of a wife and a child, or children, near Clewallie square, and he lived at the same place on the 24th of March, 1832. If he made any removals from this house near Clewallie square since 1827, I have no knowledge of them.

2. Question. Were you present when the location of section 21, township 17, range 21, was made? When was it made, and what occurred at the time in relation to that land?

Answer. I was present and the location was made on the 24th of December, 1833. There was considerable difficulty about the location of the section which cornered at the same stake for which I had bargained, and my attention was principally occupied by that; when the agents came to locate Tuckabatchee Fixico, his name could not be found, and it was not done.

3. Question. Do you know whether Tuckabatchee Fixico tended any land in section 21, township 17, range 21, since 1827, or since the treaty or at that time?

Answer. I was never across there but once last summer, and I know nothing of my own knowledge of his cultivating land there.

4. Question. Did you know Hicoak-kee? How long have you known him? Where did he live in 1832? Did he cultivate any land that year, and where?

Answer. I do, and have known him since 1827. In 1832, I became acquainted with him after a suspension of our acquaintance formed in 1827. In 1832, when I saw him first, he was then a married man with a family, about May or June, he was then in Clewallie bend, and cultivated land in the south half of section 21, township 17, range 21.

5. Question. When the location was made, what was said by the chiefs and people of Clewallie, as to the location of section 21, township 17; range 21?

Answer. The locating agents read over the census of the town of Clewallie, and the only name which came near answering to that of Tuckabatchee Fixico was Cubi Hatchee Fixico; no Indian answered to this name; and the Indians, both chiefs and people, agreed that the section in question should be assigned to Tuckabatchee Fixico, and Santal Fixico, called by the whites Sedge. But the north half was not then located, because Tuckabatchee Fixico’s name was not to be found on the list. And further this deponent saith not.

HAYNES CRABTREE.
I certify that the depositions of Richard Brazzell and Haynes Crabtree were sworn and subscribed before me the 29th of October, 1834.

L. F. TAYLOR,
Justice of the Peace.

Examination of witnesses before Ludwin F. Taylor, one of the justices of the peace within and for the said county and State, on the 29th of October, 1834; touching the claim of Tuckabatchee Fixico to be located on the north half section twenty-one, township seventeen, range twenty-one, whereon Hicouk was located, taken in presence of Charles P. Zimmerman, representing the first, and Daniel Scurlock, who purchased from the last, as appears by deed, certified January 29, 1834, approved April 30, 1834.

Examination of Pearce A. Lewis.

1. Were you present when the locations were made on section twenty-one, township seventeen, range 21? If you were, what occurred?

Answer. On the 24th of December, 1833, the deputy locating agents, Collins and Watson, met some of the chiefs and people of Clewallec town at the corner stake of said section; and said agents, or one of them, inquired of the Indians who of them were entitled to that section? The Indians agreed, without controversy, that it belonged to two whose names, among the whites are Sedge and Lige. The Indian name of this latter is Tuckabatchee Fixico. On turning to the book, Tuckabatchee Fixico was not to be found. Watson was for locating him on the land at any rate, but Collins declined; and it was agreed between them that, though he seemed to be entitled, it would be necessary to report his case to Colonel Abert, the principal locating agent—which they said they would do. Mr. Collins and myself lay together that night at the house of Mr. Taylor, in the neighborhood, and he then said repeatedly that Tuckabatchee Fixico was entitled to the land, and that he should have it. Among the persons present at the location, were Thomas M. Taylor, the Messrs. Haden, Mr. Ward, Mr. Scurlock, and many others. Mr. Collins stated at the stake that he would leave the location open, and that he would report the case to Colonel Abert. Colonel Abert afterwards told me, at Fort Mitchell, that they had not reported the case to him, and it had not been left open. I then inquired of him who was located on the land; and he said he did not recollect. I requested him to show me, on the book, who was located on the land, and he peremptorily refused. The reason of my wishing to know who was located on the land, was, that I had raised a crop of corn and fodder on it in the year 1833, (before the location,) and an order having issued to remove intruders, and, perhaps, destroy their property, I was anxious to make arrangements to preserve my property, and informed Colonel Abert the reasons why I wished the information. And further this deponent saith not.

P. A. LEWIS.

Examination of Matthew Brinson.

1. Were you present at the location of section twenty-one, township seventeen, range twenty-one? If you were, state the circumstances.
Answer. I was present at the time and place mentioned in the deposition of Pearce A. Lewis, and also at Mr. Taylor's, on the night after the location; and Mr. Lewis's deposition gives a correct account of what occurred on the occasion. I know nothing of the improvements of the Indians on the land, never having seen it till after the treaty. When the locating agents met the Indians the next day at the square, the subject of Tuckabatchee Fixico's omission on the census, and his right to a location on the section in question was discussed and talked of, and Mr. Collins said it should be kept open, and he had no doubt but that he would get the land. And further this deponent saith not.

MATTHEW BRINSON.

Examination of Daniel S. Williams.

1. Are you acquainted with the Indian called Tuckabatchee Fixico? If you are, how long have you known him? Where has he resided since you first saw him? State his removals, if he has made any, since you knew him.

Answer. I have been acquainted with Tuckabatchee Fixico for fifteen years, and have never lived, during that time, further than five or six miles from him. During the whole of the time, I believe, he has had a house, in which he has lived, near the square or council-house of Clewallie town in the winter time, and in the summer he has been in the habit of cultivating a field on the land in question—living there, as is usual with the Indians, in a camp situate on said land. I helped Zimmer man to gather corn which was raised on the land in question in the year 1833, and deliver it to the Indian as rent, and house it on the land. I know of no removal he has made, except for six months in the year 1831 and '32 to Tuckabatchee, where he was employed as a striker in the blacksmith's shop. When he returned from Tuckabatchee, I think, he came back to his old house near the square, where he and his family remained till some time in the winter, I think, of 1831, when he removed to the place which he had used to cultivate on the section in question in a camp there. There was a house built something like a hundred yards from this camp, in which house I saw the Indian and his family living in the winter of 1832 and '33.

2. Do you know any thing respecting the location of the Indian on the section?

Answer. I was at the Clewallie square on the 25th December, 1833, and I heard Mr. Collins read the census list of the town, for the purpose of ascertaining whether his name was on the list, or rather to show the Indians whether it was or was not on the list, (the name nearest like his on the list was Cubi Hatchee Fixico,) and no Indian answering to that name, and the chiefs declaring that there was no such Indian in the town, desired Collins to locate Tuckabatchee Fixico on the section in question, by the name of Cubi Hatchee Fixico, which they thought was intended for him; but Mr. Collins refused, and said he would leave the location open, and the land should stand vacant until he could see Colonel Abert, and that he had no doubt but that he would get the land. And further this deponent saith not.

DANIEL S. WILLIAMS.
Examination of Pascal H. Townshend.

1. Are you acquainted with Tuckabatchee Fixico? If you are, how long have you known him? Where did he live when you first became acquainted with him? And what removals, if any, has he made?

Answer. About February, 1832, I took possession of a place in the upper end of the same bend in which the land lies which is in dispute. I then became acquainted, for the first time, with Tuckabatchee Fixico, and he was then living in a camp within the lines of section twenty-one, township seventeen, range twenty-one, and showed me a piece of ground which he said he intended to plant in potatoes. There were then lying close to the camp some logs which had been cut, apparently, for house-logs; and, in the winter of 1832 and 33, a house was put up near the camp, in which I afterwards saw the said Tuckabatchee Fixico and his family living. This place was included within the town-fence of Clewallie, and I know he made crops on the land in the seasons of 1832 and 33, and would return to his old house near the square in the winter. He remained in this house until the beginning of the present year, when he was surrounded by the fence of Mr. Brazzell, and then he removed away. And further this deponent saith not.

PASCAL H. TOWNSHEND.

These depositions were sworn and subscribed in my presence, in the manner stated in the caption, October 29, 1834.

L. F. TAYLOR, J. P.

ALABAMA, Montgomery county, ss.:

Examination of witnesses before Ludwin F. Taylor, one of the justices of the peace within and for said county and State, on the 29th of October, 1834, touching the claim of Tuckabatchee Fixico to be located on the north half of section twenty-one, township seventeen, range twenty-one, whereon Hicoukke was located, taken in the presence of Charles P. Zimmerman representing the first, and Daniel Scurlock who purchased from the last, as appears by deed certified January 29, 1834, approved April 30, 1834, and on oath.

Examination of Welborn D. Westmoreland.

1. Are you acquainted with Tuckabatchee Fixico? If you are, how long have you known him? Where did he live, when you first became acquainted with him? Where did he live on the 24th March, 1832? What removals, if any, has he made since you knew him?

Answer. I have known him for fifteen or sixteen years. He lived in Clewallie town, and for the last ten or twelve years he lived near the square. I do not know where he lived on the 24th March, 1832. I know of no removals which he has made in the last ten years, since which time he has lived near the square.

2. Do you know whether he continued on the section in question, or cultivated land there?

Answer. I do not; I know nothing of his cultivation in any respect.

3. Were you present when the location was made of the section in question? If you were, what took place?
Answer. This fellow, Tuckabatchee Fixico, contended for the north half I believe; or, at least, for part of the section, but his name could not be found, though one was found which was supposed to be his, namely, Cubi Hatchee Fixico. The agents, when it appeared that the name could not be found, determined to leave it open for further examination. And further this deponent saith not.

WELBORN D. WESTMORELAND.

Sworn and subscribed, before me, the 29th of October, 1834.

L. F. TAYLOR, J. P.

WASHINGTON CITY, October 19, 1834.

Sir: Upon the letter of Mr. Meigs of the 26th of September, referred to me, I have the honor to make the following report.

The letter speaks with much indignation of the abuses practised upon the Indians, and refers to these, with his knowledge of the absence of the Secretary of War and the Indian Commissioner, as a justification for the authority he had assumed. It also encloses testimony, showing that the same individuals made different valuations of land before and after the sale by the Indian.

The indignation which Mr. Meigs feels at the abuses upon the Indian has, I believe, been generally entertained by the Government agents in that quarter, and frequently expressed in their letters; and similar statements of these abuses, long before his appointment, are to be found in the letters of many of the agents. They were, in fact, the cause of Mr. Meigs's appointment, under the hope that with his aid they might be corrected, and he was authorized, so that modifications of the regulations might be suggested.

In fact, these abuses were long since anticipated, and a remedy, the only efficient one in the mind of one of the agents, was recommended to the Department before a single contract was certified to. This remedy was, that the agent should retain a part of the purchase-money for the use of the Indian: the reply of the Department was, that the treaty did not authorize such a course. After the abuses had become manifest and grievous, they were again frequently reported—abuses of recovering back a part of the purchase-money from the Indian, after it had been paid to him in the presence of the agents, by which, whatever was the stipulated price, it became merely nominal. To this it was replied, that the Indian became a free agent by the treaty, had a right to sell, and he only could receive the consideration-money; that it was his private property, and he could dispose of it as he pleased.

Now, therefore, as the Department could not interfere in any efficient way either before or after the sale, it appeared to me that the Indian was beyond the pale of that protection which, under other circumstances, the Department might have exercised, and that he must rely, to correct such abuses, entirely upon the remedies which the laws of Alabama could afford. Mr. Meigs was not aware of all these circumstances, or he would probably have seen the difficulty of the duty assigned to him; and had he been so aware, would probably not have assumed the responsibility
which has been somewhat disapproved. Under the defective power which, by the treaty, the Department is considered to possess over these sales, regulations may be made, and oaths piled upon each other, ad infinitum, without producing any good effect. We have seen that the oath of the purchasers, declaring that the stipulation is a bona fide payment, opposes no obstacle, in the minds of many; to the receiving back of a part of that consideration, and, as is alleged in many cases, the whole: what hope, then, is there that other oaths will have a better effect?

Those who are determined to act fraudulently, will find no difficulty in evading any oath or regulation that may be established. Those who are disposed to be honest, will find themselves embarrassed by these numerous conditions, and probably, in disgust, may leave all purchases to the less conscientious. The most to be apprehended by such a course is, therefore, to my mind, rather to increase than lessen the hazard of abuse to the Indian, and unnecessarily to complicate the duties of the agent. The better course, it appears to me, for the Department is, simply and fairly to fulfil the conditions of the treaty, and to leave events which cannot control to those who may involve themselves in them. With every feeling of respect for Mr. Meigs, my opinion also has been that his position would be embarrassing, and that its probable tendency would be to rekindle the flame of discord and feeling of dissatisfaction which had already been so much appeased by casting doubts upon the course which the Department had pursued, upon its correct judgment of Creek affairs, and upon the integrity and intelligence of action of its former agents.

In a word, sir, to the best of my judgment, it has always appeared to me that, under the circumstances of the Creek affairs, the action which has been had upon them, and the views of the Department in reference to its authority over them, there was no question deserving of an additional agency, but that alone which relates to claims to be placed upon the census-roll. The testimony which Mr. Meigs encloses ought to satisfy him as well as the Department what little advantage is to be derived from any of the investigations he proposes.

The cases of disputed location will prove to have been in dispute at the time the locations were made; they were then decided upon Indian statements, before the net of the speculator had completely enveloped the country; it is now spread over every part of it, and no agent can avoid its meshes; nor do I believe it possible, were the work of locating to be done over again, that it could be done as correctly as it has been. The very rapidity of our operations was itself a protection to the Indian, as we kept ahead of the entanglement of the speculator; and even at that period we found but few chiefs who could be relied upon. They were either embarrassed by debts, by promises, by threats, or by a direct interest as parties in the speculations. What hope is there now of a better state of things, or rather, with what certainty may we not count upon their being worse? There is scarce a white man in that country who is not interested in either the success or defeat of a speculation. What reliance is then to be placed upon the obtaining of unbiased testimony; or what legal authority in a Government agent to take any, or to compel it if refused; what is the prospect, therefore, of eliciting the truth?

Agent after agent may be appointed who, if new in Creek affairs, must go through the schooling of others in acquiring that knowledge of them
which others possess; when, if they reason correctly, they will come, in my opinion, to the same conclusion as those who preceded them; while their action will unsettle the mind of the Indian, and generate an impression that the Department itself doubts the general correctness of all that has been done.

You are yourself fully aware of the complicated condition of the Creek affairs; when your locating agents entered upon their duty, a numerous nation of Indians in a state of great excitement, a large body of white settlers supposed to be on the verge of a civil war, with a spirit of speculation pervading all classes, which might with propriety be called a mania; under these circumstances, the assignment of about two millions four hundred thousand acres of land into small individual rights had to be made in a given and extremely short period; the assignment was made, and, as to myself, I can say that I never executed a duty with more zeal, with more industry, or with a conviction of a more general correctness; and I am yet without any good reason for discontent with any result in the power of the agents to control.

Very respectfully, sir,

Your obedient servant,

Hon. Lewis Cass, Secretary of War.

J. J. ABERT,

Know all men by these presents that we, the undersigned, principal chiefs and head men of the western Creek nation, have this day nominated and appointed, and do by these presents nominate and appoint, Leonard E. Tarrant, Esq., of Talladega county and State of Alabama, our true and lawful attorney, to act for us, and in our names to ask, demand, sue for, and recover, of and from all and every person whatsoever, that may be in possession of the five sections of land given to us by the eastern Creeks, agreeably to a treaty between the eastern and western Creeks, made and entered into at Fort Mitchell the twenty-fourth day of January, one thousand eight hundred and thirty-three, as aforesaid; and to locate the same that we may be entitled to as aforesaid, and to use all lawful means in attending to the same, in every respect as we ourselves could do were we personally present. Given under our hands and seals this twenty-eighth day of October, in the year of our Lord one thousand eight hundred and thirty-three.

Done in the presence of—

John Campbell, Agent Creeks,
Eli Jacobs, Clerk.

[Seal.] [Seal.] [Seal.] [Seal.] [Seal.]
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| Powis Hargo        | x mark       | [Seal.]
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| John Randall       | x mark       | [Seal.]
| Conson Yoholo      | x mark       | [Seal.]
| Holatter Thlocko   | x mark       | [Seal.]
| Easter Charoe Hargo| x mark       | [Seal.]
| Samuel Perryman    | x mark       | [Seal.]
| Tuskaenchat        | x mark       | [Seal.]
| Chacolee Tustunnugga| x mark    | [Seal.]
| Tuckabatchee Hargo | x mark     | [Seal.]

**LINE CREEK, October 28, 1834.**

Sir: The numerous complaints of the Creeks, as to the manner of the execution of the treaty of 1832, may be reduced to the following classes.

I. As to the causes.—1. That many heads of families were omitted owing to their absence from home when the census was taken and other causes.

2. That some who appeared and gave in their names are not now to be found, and consequently have not been located, though they are in some cases the owners of improvements.

II. As to the locations.—1. That a few of the principal chiefs were not located agreeably to the treaty.

2. That some who had improvements have been wrongfully "floated" from them.

3. That those who had not improvements were located without regard to the fitness of the land for agricultural purposes, but on maps at the agents' quarters, a half section being indiscriminately assigned on the map to each name on the census.

4. And consequently, that they do not know where their land lies.

III. As to sales.—1. That for the most part the prices are inadequate that have been given, and that being ignorant of the value of the property they relied on the Government to see a fair consideration paid.

2. That advantage has been taken of them to procure their signature to deeds—

1st. When drunk;

2d. By threats to sue them for small debts, many of them contracted in violation of the laws of Alabama;

3d. By instituting State prosecutions against Indians for every little brawl among themselves, which, being pushed just far enough to get their lands, are then abandoned.

3. That one Indian has been procured to assume the name of another, and sell the land of him so personated.

4. That some have been induced to agree to have a deed certified for the sale of their lands under an understanding that the purchaser only bought half, or some other portion of the land, the Indian to be secured in the residue; and that such agreements have always been violated.

5. That they have been induced to agree to certificates of sales by
promises that they should be allowed to enjoy their lands and fields indefinitely.

6. That in numerous cases the money has been taken from them, after the sale certified by the purchasers.

IV. As to valuations.—That the certifying agent, though "forbidden" to certify contracts where the value of the land is not paid or secured, yet derives his information as to the value of the lands—

1. From persons who hold that its value depends wholly upon the extrinsic circumstance of the capacity or incapacity of the owner to make it productive.

2. From persons in mean circumstances, destitute of character or moral worth, and completely under the influence of rich speculators.

3. From professed valuers hired to do the business for the companies by the job.

Most of these things I have seen with my own eyes, and what I have not seen, have been established by powerful circumstantial evidence. I beg leave most respectfully to suggest the following plan, by way of remedy:

1. Let the subagent, joined with some other person, be made a commission to hear the complaints, of those heads of families who were omitted on the census; or are otherwise aggrieved.

2. Let those heads of families, who shall prove to the satisfaction of this commission that they were "floated" from their improvements and located on lands which they refuse, relinquish their locations to the United States, and receive a compensation in cash.

3. Let those Indians who have been cheated in the sale of their lands, or who have complaints respecting the resumption of the money by the purchaser, apply to this commission, who will report to the Department.

4. Class the certifying offices for twelve months.

5. Value the reservations.

6. Direct the subagent to take relinquishments from the Indians of their reservations, at the estimate put on them by the valuers, which sum pay the Indian.

7. Let the registers of the land offices receive entries of the reservations thus relinquished at the prices so affixed.

8. Let all sums of money to be paid the Indians according to this project, be paid them west of the Mississippi.

9. Procure an act of Congress to authorize these things, making an appropriation to be paid in the cases included in one and two.

To the complete success of this plan, closing the certifying offices temporarily, will be found indispensable. This offers the only difficulty, which I think is rather nominal than real, for the treaty does not bind the United States to keep an officer constantly employed to certify contracts. The relinquishments of the unsold reservations to the United States, at the value affixed, will be optional with the Indians, and I doubt not it will be acceptable. So much are these lands sought for, that there would be little difficulty, I think, in disposing of them by entry in the way suggested. The payment of money westward for relinquished reservations, would prove a powerful incentive to emigration next season; and this measure seems to be required by justice in that class of locations made
of the land for tillage.
Should it be thought incompetent to suspend the certifying of contracts for a time, let it go on, but give the Indian the option to relinquish to the Government at the valuation, or sell to individuals at the same price; and I will answer for it, that the former will be chosen. The entry of the lands might go on pari passu with the relinquishment of the Indian titles, and this would produce among the citizens desirous of making entries, an active solicitation of the Indians to make the relinquishments, in order that entries might be made. Were the two systems combined together, the Indians would not be slow to discover the superior advantages of relinquishing to the Government. I have mistaken, or they who have sold will emigrate next season en masse, and the prospect of receiving money west would have a powerful effect.

Such disgusting scenes are enacted here every day, that I must pray you, sir, to recommend to the President, the proposal to Congress of this or some other equivalent plan of remedy.

Most respectfully,
Your obedient servant,

Hon. Lewis Cass, Secretary of War.

COLUMBUS, GEORGIA,
November 12, 1834.

Sir: The present administration has been distinguished—even its enemies will admit this—that where any end has been discovered which seemed to the President a right end, its accomplishment has been pursued with undeviating constancy. I make this observation not in a spirit of flattery, but for the application it is susceptible of in relation to the Creek affairs. That article of the late treaty between the United States and the Creeks which authorizes the reservees to sell their lands under the superintendence of an officer appointed by the President, and yet provides that no sale shall be valid till approved by the President himself, creates between him and those reservees who sell, the relation of guardian and ward. A purchaser, therefore, who presents a contract for approval, may be supposed to hold to the President language like this: I have made a contract, sir, with one of your wards, for the purchase of his land; I have complied with the forms prescribed, as you are advised by the certificate of your officer, and to perfect my title nothing is wanting but your approval of the contract.

If a guardian thus addressed knew his ward to be stupidly ignorant both of the value and uses of property, prone to sensuality of every kind, addicted to intoxication, fond to excess of horses, gewgaws, and tawdry apparel; if he knew that the property sold constituted his ward's only means of subsisting himself and family; and, to crown all, if the whole neighborhood with one voice declared that the contract was obtained by practicing on the ignorance of his ward by inflaming his propensities, by pandering to his appetites, by seizing the moments of his drunkenness to
sate his passion for dress and show, by selling him property of which he had no need at exorbitant prices, and after thus getting him in debt, by threatening him with a rigorous collection if he refused to sell the property in question, getting it at last for one-half or less than one-half of its value, the common sense of mankind would require that the guardian should institute the most rigorous scrutiny of the transaction. It was for the purpose of making this scrutiny in a general way, with a view to determine the necessity of more specific and searching inquiry, that I was honored with the commission conferred on me by your letter of the 11th of April last. When a guardian is asked to approve of a contract made with his ward, the application is to his conscience, and the necessity is at once apparent that his conscience should be duly enlightened as to all the circumstances of the contract. Feeling that the President's preparedness to acquit himself of his high responsibilities touching those sales depended upon the fidelity of my examination, I have given the subject a patient and anxious attention, proportioned to its delicacy. The Creeks having been impressed with the belief that I was empowered to right all their wrongs, have made their complaints to me without restraint; and I have from time to time communicated the result to the Department; but believing that I have not yet done the subject justice, I beg leave to make this last effort to acquit myself of the duty which has been committed to my hands. The frauds complained of admit of the following classifications:

1. The reservees have sold in some instances without ever having seen their lands, believing that they never would be shown them, and fearing that none had ever been assigned them.

2. Some have been persuaded to sign a paper to enable a pretended friend to guard them against being cheated, which paper was nothing less than a deed; they have been induced to have these papers certified, by the representation that they would not answer the avowed purpose without the agent's certificate; and they have been persuaded, when the agent should put the question "Have you sold your land?" to answer affirmatively, as this was a mere formal question which the agent must ask.

3. In many cases the reservee's signature has been procured while he was drunk, a few dollars in cash or goods being given him to bind the bargain, and when sober, he has been made believe that when an Indian puts his hand to paper, he is obliged to have it certified. Note. In Dr. McHenry's office, if the person who procures a signature enters his name on the books as purchaser, the Indian is not permitted to sell to any other, nor are others permitted to bid; this is the main engine by which the purchaser is enabled to convince the Indian that he is bound to consummate a contract when his signature has been procured, and that it is a most powerful engine of fraud, a man must be excessively blind not to perceive.

4. Some reservees have been allured by all those means usually resorted to, to contract debts in the stores, and then frightened by threats of imprisonment to sign deeds for the sale of their lands for insufficient prices.

5. Some have sold for inadequate prices, on promises that they should have what the land should be valued to; and then the purchaser procures a violation to be made by his own tools.

6. The money delivered to the Indian, in presence of the agent, has
been taken back by the purchaser by violence or fraud, and always secretely. In a court of chancery, supposing the Indian who is cheated in either of the ways mentioned, to file his bill praying for a discovery of the facts, on the allegation that competent evidence could not be produced from the secrecy of the transaction, and for a recision of the contract; I suppose that the purchaser would be compelled to make the discovery, and that the deed would either be set aside, or made to stand as security for whatever money the purchaser could prove he paid. Nothing can be done in these cases without purging the conscience of the purchasers; and whoever has committed to him the painful task of making the inquiry, must be vested with power to compel the purchaser whose deed is impeached, to make a discovery on oath. Nothing can be done in these cases without purging the conscience of the purchasers; and whoever has committed to him the painful task of making the inquiry, must be vested with power to compel the purchaser whose deed is impeached, to make a discovery on oath. Might not the President do this indirectly, by withholding his 'approval in every case complained of, unless the purchaser will make discovery on oath, and show that the transaction was fair?' To attain the object directly, will it be necessary that Congress should vest the commissioner with the necessary powers? I think that the plan of withholding the approval will answer. It may be said that the proposed investigation will retard the emigration of the Indians. I think that the whole may be accomplished in time for the emigration next spring. But suppose it cannot be done justice to a dependent people, most shamefully abused. This being the end, I pray that Government may look neither to the right nor to the left; some citizens will complain of the course, but where one will disapprove, thousands will applaud. If the Government should refuse to interfere, I shall still be satisfied; for, if thou seest the oppression of the poor, and violent perverting of judgment and justice in a province, marvel not at the matter, for He that is higher than the highest regardeth. I persuade myself that I have now discharged my whole duty with regard to the general subject of the sales. And am, most respectfully,

Your obedient servant,

Hon. Lewis Cass, Secretary of War.

R. J. MEIGS.

COLUMBUS, GEORGIA,
November 13, 1834.

Sir: On the 13th August you enclosed me a paper dated July 19, 1834, purporting to be an act of the Creek nation, done in council. And you directed me to institute an inquiry for the twofold purpose of ascertaining its authenticity and the correctness of its allegations.

At the council assembled on the 7th of October, for the payment of the annuities, I produced the paper, and it was acknowledged as the act of the council.

The allegation that the location of those Indians who are called "floats" was made in mass on maps at the quarters of the agents, is admitted by the deputy agents; but it is a fact of which you can be advised in the most authentic way, by calling on Colonel Abert for a report.

On the supposition that it will not be denied, but rather justified, I will take the liberty of comparing that plan of locating the reservations with
the instructions given to the agents by the Secretary of War in his letter to them of December 19, 1833. He says "I hope the whole (locations) can be completed before the day fixed for the sale. But should this not be the case, you will then indicate to the proper officer such district within which the remaining reservations unacted on may be located, so that sufficient land may be kept from sale to enable you to fulfill the stipulations of the treaty in favor of the Indians."

As to the allegation of the paper relative to the location of the chiefs, the paper enclosed herewith will explain the transaction, and it shows, I think, that the allegation is groundless.

Most respectfully,
Your obedient servant,
R. J. MEIGS.

E. HERRING, Esq., Commissioner of Indian Affairs.

COLUMBUS, GEORGIA,
November 14, 1834.

Sir: Having several days since written to the postmaster here to detain any communication from the Department to me which he might observe passing through his office, I have now the honor to acknowledge, earlier than I otherwise would, the receipt of your letter of the 31st ultimo, in answer to mine of the 3d of September, and the accompanying report of Colonel Abert.

I understand this letter as communicating to me the decision of the President that, at this stage of the execution of the last treaty with the Creeks, it is too late to remedy errors in the locations; and that all having been done which could have been reasonably required from the vigilance of the Government to prevent impositions in the sales of the reservations, the redress of those frauds must be left to the ordinary tribunals of the country.

I am far from questioning the wisdom of this decision, well knowing that there are many weighty reasons to be urged in support of it; and having felt, even before I came to the scene of action, my inability to devise any plan of operations free from powerful objections.

Believing the Government wished, if possible, to attempt the relief of those who have suffered from the intrinsic difficulties attending the execution of the treaty, the examination which I have conducted, and the reports which I have made, were designed, if not adapted, to aid in this benevolent purpose. I seize, with pleasure, the opportunity now offered me, of returning to my family; but I shall bear with me feelings of regret that my services, though faithfully rendered, are wholly fruitless. Should I be honored with any further communications from you, you will please address them to me at Athens, Tennessee.

Here I might stop, but I feel myself called on to make a few remarks relative to Colonel Abert's report. From the tenor of it, I infer that that gentleman feels wounded by the observations which I have made in my letters to the Department on the subject of locations. Having seen no reason to doubt his fidelity in the discharge of his official duties, commit-
ted to him here, I must forfeit all claim to that charity which I have reason to invoke to cover my own shortcomings, if I could fail to express my convictions of the purity of his motives. That there are errors in the locations, is most true; but that they were intentional, on his part, I have neither thought nor insinuated. I have expressed the opinion that the location of reservations in mass, on maps, was not authorized by the treaty or instructions. I still entertain that opinion, and I ascribe to that error, which was one of haste, or misconstruction, or both, most of the complaints in particular cases which have been made to me. These complaints are, that the owners of improvements which existed at the date of the treaty, or which were made afterwards, were “floated” from them, and they were assigned to others. I know that the agents were instructed to pay no attention to new improvements, but this was not designed to give them authority to deprive the makers of such improvements of their labor, when the improvements were made in that section of country where the people of the town to which they belonged were located: for no reason can be given why a new improvement should be taken from the maker of it and given to a “floater” from his own town, and so Colonel Abert himself understood the matter; for, in his letter to Mr. Collins, of December 6, 1833, he says, “Although no right of selecting exists, except with such as had improvements at the time of the treaty, and all others are floaters, yet it is no more than justice to assign to these floaters, who have recent improvements, the half section upon which these improvements are, provided they fall within the body of the lands for their town.”

With the opinion that it could be “no more than justice,” &c., I certainly concur; but I go further, for I think it exceedingly clear that a right of situation did belong, by the express terms of the treaty, to every head of a Creek family, this right being subject, however, to this limitation: that in the case of an inhabitant of a town which was to be located in a body, his selection must be made where the town should be located. What sort of selection could be more satisfactory than the labor of making an improvement? What could be a more crying injustice than the wilful assignment of such an improvement to a mere vagabond, who never toiled to make it? Under correction, I must be permitted to think that both classes of improvements are as firmly vested, by the treaty, in their owners and makers, as the Hermitage is vested in the President by the laws of the land. And whatever difficulties surround other parts of the business, this cries aloud for correction; and it will require more powerful logic than I have yet seen, to convince me that I have transcended my authority in acquiring and communicating information on the subject.

I beg, you, sir, to assure Colonel Abert that, though I have expressed my opinions freely, as became my official situation, yet neither the matter of those opinions, nor the manner of expressing them, was the offspring of a captious spirit, or of prejudice infused from extraneous sources into my mind against him, or of ill-will, of which, having no cause, I profess myself incapable.

Most respectfully,

Your obedient servant,

R. J. MEIGS.

Hon. Lewis Cass,
Secretary of War.
COLUMBUS, GEORGIA, 
November 19, 1835.

Sir: I beg leave to call your attention to the annexed copy of a letter this day handed to Doctor McHenry by myself. He has promised me an early answer, but from my knowledge of his business talents and habits, and the manner in which his books and papers have been kept, I despair of a satisfactory answer at all. May I ask to have an examination made, and notice given me, as to whether any and which of the contracts mentioned have been received by the Department, and in the mean time not to suffer contracts for any of the same lands to be approved in favor of any other person? So soon as I can find out the true situation of the contract of Sannoker, and have time to send out to Tallapoosa, I will put it to rest, for it is one of the very few cases susceptible of being made plain. In a few days you will receive a communication, with sundry documents, shedding important light upon the embarrassing and confused subject of the Indian business generally.

Very respectfully, &c.,

ELI S. SHORTER.

To the honorable Secretary of War.

The first six I think belong to the Che-wak-a-to town.
The next seven to Suche-poga.
The last one to Oak-li-sarcy.

N. 36, 18, 25, Oswitche-hadjo, price $200, cert'd to Eli S. Shorter & Co.
S. 1, 19, 25, Arch-cha, price $150, cert'd to Hill, Shorter, & Co.
S. 17, 19, 26, Ich-ho-hea " 200, do. do.
S. 31, 18, 26, Poki-i-de " 150, do. do.
W. 2, 17, 25, Ir-te-mo-haryo " 100, do. do.
N. 13, 17, 25, Ar-sto-te " 100, do. do.
N. 15, 18, 26, Ho-tise-hadjo " 100, not remembered.
W. 2, 18, 25, " 110, William C. Hill & Co.
E. 10, 18, 25, " 50, do. do.
N. 9, 19, 24, " 100, do. do.
E. 17, 19, 25, " 150, do. do.
E. 33, 20, 25, " 100, do. do.
S. 34, 20, 25, " 100, do. do.
S. 34, 22, 24, " 200, E. Corly & Co.

Doctor McHenry:

The above contracts were certified to by yourself nearly or quite two years ago; the first six at our store in Columbus, and the next seven at your office at Flint Hill, whilst Mr. Hill lived at Suche-poga. They are each pure and genuine contracts; every dollar of the money has been paid; all which it is believed you well know, and don't mean to lose my money. The case of Oswitche-hadjo you remember, and know yourself that he was the proper Indian. There was a dispute between Worsham and myself as to who was the first purchaser, but not as to the identity of the Indian. You detained the contract for awhile, and when Nir-sham withdrew his claim, you were instructed and promised to send on the contract. I fear, in the multiplicity of business, or from some
other cause, you have failed to send on any of the above contracts, else they must have been returned long ago. I wish you to do me the justice to say to me by mail, upon your return home, what has become of these contracts; whether they have been sent to Washington, and when? so that, if they are lost, I may prepare duplicates, and in the mean time it is expected you will not re-certify them.

I wish to call your attention especially to the case of San-no-ker. The Indian was sick when certified, and unable to go before you. I handed to you myself the deed, and an affidavit of disinterested persons as to her sickness, her identity, and the payment of the money. The papers you admitted to be regular, and you promised to send them on. I have understood that this contract has since been impeached and set aside upon the statements of one of the Guisons, claiming the land for one of his relations. If this fact is so, I wish to know it, and will procure for the consideration of the honorable Secretary of War other affidavits of the identity of our Indian, and that another brother of the Guisons actually acted as interpreter, both at the time of our purchase and certification, without pretending to investigate such a family claim as has since been manufactured.

Respectfully, &c.,

ELI S. SHORTER.

COLUMBUS, November 19, 1835.

ATHENS, TENNESSEE,
November 28, 1834.

Sir: I enclose for the information of the Department sundry papers relative to particular cases of alleged errors in locations and sales of Creek reservations. Should any corrections be attempted by the Government, these papers will aid in forming a list for the guidance of the person to whom the corrections may be intrusted.

The case of Polly Miles calls for the immediate action of the Department.

These papers relate to locations and sales in two neighborhoods only, and form a small part of the complaints made to me by the Indians in those neighborhoods. In some of the cases I took depositions, and in others only made memoranda of the allegations of the complainers, that the Department might see the nature of their complaints, and judge of the necessity of attempting redress. The depositions of L. McGirt and Vandy Jolly were taken at the instance of white persons, who suppose that they will be entitled to pre-emptions, were the locations set aside. I expressed my opinion of the impolicy of gratifying this spirit, in my letter to the Secretary of War of August 20, 1834.

Your most obedient servant,

R. J. MEIGS.

Hon. ELBERT HERRING,
Com. Indian Affairs.
ALABAMA, Talladega county, ss.:

(No. 50; KATEY—Rabbit town, south 22, 15, 9.)

Warren Harris makes oath that Katey Fish, who, it is said, sold the south half of section 22, in township 15, range 9, to David Hubbard, has resided since 1829, when affiant first became acquainted with her, within the bounds of Talasahatchee town, with her father, Jack Fish, as a member of his family; that when affiant first became acquainted with her she seemed about ten years old, and does not now exceed fifteen or sixteen years; that she has lived in the family of the said Jack Fish ever since 1829 down to this time, and yet lives with him; that she had no husband at the date of the treaty, has never had a child, and has never, as he believes, lived in Rabbit town, nor in any part of the nation since 1829, except in Talasahatchee town, where they would have been entitled to a reservation had she been the head of a family.

WARREN HARRIS.

Sworn and subscribed before me the 1st of September, 1834.

JOHN COUNCILL, J. P.

(No. 50; KATEY—Rabbit town, south 22, 15, 9.)

Certified to David Hubbard, to whom it was sold by Katey Fish, of the Talasahatchee town, personating Katey, of Rabbit town—No. 50, as it is suggested.

Tiaga, mother of Katey Fish and wife of Jack Fish, No. 69 on the census of Talasahatchee town, being examined, states that her daughter Katey Fish was a member of her, the said Tiaga's family, at the date of the treaty, in which she lives; that she never has had a husband or family, nor was she in company at the time the family was giving in the census taken, nor was she supposed to be entitled to a reservation; that Christopher A. Green represented to her that she was the owner of land, and proposed purchasing it from her; that he persuaded her said daughter, Katey Fish, to go to the certifying agent and sell the land which he said she was owner of, and had been assigned to her by the locating agent, and told her to take her youngest sister, a small girl, and claim her as her child; that she accordingly came to the certifying agent, and a deed was executed by her to David Hubbard, a partner of said Green, for the south half of section 22, township 15, range 9, assigned to a woman called Katey, in Rabbit town; that this Katey, it is said, is dead; and said Tiaga further states that she has seen her children, four in number, who now live in said Rabbit town, or Terapin creek.

The above is substantially the statement of the above-mentioned Tiaga.

September 2, 1834.

R. J. MEIGS.

ALABAMA, Benton county, ss.:

(No. 50; KATEY—Rabbit town, south 22, 15, 9.)

Before Horatio Griffin, one of the justices of the peace within and for the State and county aforesaid, on the 15th of September, 1834, came John D. G. Adrian, who being duly sworn, made oath that he is acquaint-
ed with Katey Fish, and was present and saw her cause the land specified at the top of this sheet to be certified to David Hubbard, that he has been residing in the Creek nation since March, 1832, as well as he recollects, and at Rabbit town, where the Indians gave in their names to the census-taker for enrolment; that this same Katey Fish, whom he saw as aforesaid cause said tract of land to be certified to David Hubbard, came forward amongst others of her family, to wit: Henry Clay, Dick Rush, Jude Fish, and a woman who passed for said Katey's mother, and gave in her name as the head of a family, having with her a little girl, which she represented to be her child; and affiant is certain that she is the same person who both sold the aforesaid tract of land and thus enrolled her name on the census. And he further states that he is in no wise interested in this tract of land.

JOHN D. G. ADRIAN.

Sworn and subscribed before me the day and year aforesaid.

HORATIO GRIFFIN, Justice of the Peace.

ALABAMA, Macon county, ss.:

Examination of Thos. S. Woodward, one of the deputy locating agents, touching the location of the east half of section three, township sixteen, range twenty-one.

1. Do you know what Indians resided on the half section mentioned in the caption, at the date of the treaty?

Answer. I knew that an Indian, commonly called Nocose Fixico, and his sister, lived on the land before the date of the treaty, and after that time, and was killed a short time since at his house, situate on said half section. I know of no other Indian who lived on the land. I have seen others encamped there, but think no others resided there. I stopped on the place four or five days, sometime before the treaty, and was about to settle there, and this Indian, Nocose Fixico, told me to move further, and I did so.

2. Is Nocose Fixico the name which this Indian gave to the census-taker, or had he other names, and is it common for Indians to have more than one name?

Answer. I do not know that he gave that name to the census-taker. I have heard him called by the name of Ufala Tustunnagga, which name appears upon the census of his town, Talmachussee. I know of no other Indian of that name in the town. It is common for them to have several names.

3. Where was this Indian located?

Answer. I do not know the section; but he was "floated" with his town into the prairies, and this happened, I presume, because, when the locator, Mr. Watson, came to the place, the Indian gave him his name Nocose Fixico, which was not to be found on the list; and afterwards land was assigned him as a float, under the name of Ufala Tustunnagga.

And further deponent saith not.

THOMAS S. WOODWARD.

Sworn and subscribed in my presence, November 10, 1834.

R. J. MEIGS, Special agent.
Tuskegee, November 7, 1834.

Sir: I, this morning, agreeably to your instructions, made a true statement in relation to Dick's location, and went before a justice of the peace to be qualified to it; but, on my arrival at the house of the justice elect, he informed me that he had not received his commission, and was unwilling to act as such. I have made a statement of the case, and have had it witnessed by Mr. Jackson (the justice elect) and Mr. Bird, which, I presume, will answer every purpose.

Thomas S. Woodward.

Col. Meigs.

November 7, 1834.

I was a deputy locating agent under Colonel J. J. Abert, and located Dick, the second whose name will be found on the Tuskegee roll, on the west half of section 4, in township 15, range 24, on which place and half section he had an improvement, and was living at the time of the treaty. He, at this time, stands on the certifying agent's roll as having located on the south of section 7, in township 15, and range 25; and an Indian, by the name of Chuloccu Hajo, on Dick's first location.

Signed in presence of—
A. B. Jackson,
Edward Bird.

9. Talmase Longa Hatchee, who gave in his name in Wetumpka, but he belongs to Tuckabatchee, says he lived at and before the date of the treaty on Longa Hatchee, on the — half of section 5, township 19, range 24, has been "floated" off into the piney woods; that no other Indian lived on the section; that he does not know the Indian who was located on the land; and has never seen him, and he does not know whether the other Indian has sold or not; that, when the locations were being made, he went to Broadnax, the locator, and requested to be located on the land, and Broadnax promised that he would so locate him, but he never saw him afterwards. He knows of no white men who are acquainted with his residence before the treaty.

This man's actual location is north half of section 14, township 19, range 24.

David Barnett says that Talmase lives about three miles below where his father formerly lived, and that he used to pass by his house frequently in going to his father's place, and knows that he lived on the place he claims several years before the treaty, and yet lives there. When he used to pass that way, he knew of no white man nearer than thirty miles.

Alabama, Talladega county, ss.:

Before John Councill, one of the justices of the peace within and for said county and State, on the 2d September, 1834, came John B. Pendleton, who, being duly sworn, made oath that he is acquainted with three Cherokee brothers, by name Jack Fish, Charles Steel, or Stealer, and Auger Hole, each of whom was married to a Creek woman, who
were sisters; that Jack Fish and Charles Steel, or Stealer, were inserted in the census of Talasahatchee town, as heads of Creek families, (Nos. 69 and 71 of said census,) and had reservations assigned them; that Charles Steel and Auger Hole lived in cabins very near each other, the former on section 19, township 13, range 9, the west half of which has been assigned to him as a reservation, and the latter on section 30 of the same township and range, their houses being divided by the section line of 19 and 30; that said Auger Hole has, ever since affiant's acquaintance with him, been reputed and known to be the husband of said Creek woman, and about this fact no doubt has ever been entertained; that said Auger Hole continued to occupy his house, and cultivated a pretty considerable farm on said section 30, till the fall of 1833, when he rented it to a white man for the year 1834, and removed just over the supposed line between the Creeks and Cherokees, and now lives on the disputed land; that said Auger Hole has a stock consisting of hogs, cattle, sheep, and horses, and has been living on the place above specified for years with his Creek family.

J. B. PENDLETON.

Sworn and subscribed before me the day and year aforesaid.

JOHN COUNCILL, Justice of the Peace.

The wife of Auger Hole, who speaks Cherokee and Creek, and through whom the examination of this fellow is necessarily conducted, states that the family were absent from their habitation within described, attending to their stock at another place; at the time the census was taken was at Talasahatchee town; that they were advised to go to Chockololocko town and give in their names, but they thought it unnecessary, believing that they would be entitled to the house and land made and improved by them, without the formality of having their names inserted in the census.

J. BRIGHT.

Examination of Tuskia Micco, who was located on the — half of section — township —, range —, but claims the — half of section —, township —, range —.

He represents that, after the treaty, he made a small improvement on the half section which he now claims, consisting of some chopping, etc.; that he attended the locator, General Woodward, and desired to be located on the said half section, his cousin having been located on the other half section; that General Woodward, not having his name on his list, declined making the location, but placed another Indian, by name Hillieebbe Hajo, on the said half section; that Hillieebbe Hajo was not present, and, in fact, never desired to be located on the land, but had chosen another place, which is probably vacant.

David Barnett, who was Woodward's interpreter when this location was made, says that the reason assigned by Woodward for not locating Tuskia Micco on the half section selected by him was that, as his name was not on the list furnished him, the other locators would assign him land elsewhere, and then he would be twice located.

Tuskia Micco says that he has never seen the land assigned to him, nor has he ever been solicited by any of the whites to sell to them—a
I'm pretty sure sign that it is worthless. Hilliebbe Hajo is a brother of the claimant, Tuska Micco, and, it is said, does not wish to hold the land against his brother, having, in fact, selected a different place for himself.

No. 53. Tuckabatchee, N. 15, 25, Hilliebbe Hajo.

Tuska Micco's name is not to be found on the census of Tuckabatchee. Barnett says he has a wife and three or four children, and was the head of a family at the date of the treaty.

(No. 68; Sally—Talasahatchee town; rejected by the locating agent, as not having a family at the date of the treaty.)

ALABAMA, Talladega county, ss.:

Before John Councill, one of the justices of the peace within and for the county and State aforesaid, on the 2nd of September, 1834, came John B. Pendleton, who, being duly sworn, made oath that he has been acquainted with the Indian woman, called Sally, No. 68 on the census of Talasahatchee town, since the year 1829; that she then resided on section two, township fourteen, range eight, whereto she continued to reside, having a separate house and separate fields, till the close of the year 1833; at which time, her field having been taken possession of by a white man, she removed from said section; that, during all the time aforesaid, she cultivated the place aforesaid by her own labor, and affiant every year, during that period, purchased from her corn, fodder, potatoes, ground pease, &c., being the product of her own field and labor; that she had, during the time aforesaid, a small stock consisting of hogs, cattle, fowls, and a horse; that this old woman, during all that time, lived to herself, depended upon her own labor for her support, which she drew from her own improvement situate on the section above specified; that affiant often saw her grandchildren at her house, and, amongst others, a boy whom, it is said by the Indians, she raised, being a son of a deceased daughter of hers, or of some other relative; but affiant does not know that said boy was raised by her, or that he was a constant inmate of her house; but he does not recollect that he ever saw said boy residing in any other family, though he has often seen him in company with a son of said Sally, by name Ladiga, but never saw him residing at said Ladiga's house. And affiant further states that this old woman has not, since his acquaintance with her, been a member of any family, but has had her own separate establishment, until forced away from her house and improvement as above specified; since which time she has lived among her children.

JOHN B. PENDLETON.

Sworn and subscribed before me, the day and year aforesaid.

JOHN COUNCILL,
Justice of the Peace.

November 7, 1834.

(Mico Hajo, Hoboie Yoholo, SMEET, HIL-lib-be Emartia, Heyalika Ha-jo, Tsaboka, Suckey, Asledija.)

These people are all of Clewallie, and about the 25th December, 1833, went out in a body on the head waters of Cayoneka creek, a water which
runs into the bay near the old line in Barbour, about ranges 12 and 13, township 24 and 25, and made their houses and improvements, expecting to be located there; but the agents never found them, and they were floated with the rest of the people of Clewallie.

Burnett says that General Woodward was in that neighborhood in excessively bad weather, but did not see this settlement, and, if he had, could not have located them, as their names were not on his list.

Jim Boy says that he knows all the people, and knows that they all went from Clewallie. Micco Hajo says that a good many Tuckabatchee Indians are located in that neighborhood.

Coosi Yoholo, of Tuckabatchee, says that another man of the same name has sold and had his land certified to in favor of Alexander Burns, who, it is said, is purchasing for Billinger.

The other Coosi Yoholo is present and acknowledges the charge, and in excuse, says that he was persuaded by Burns to do it. Says that his name was not given to the census-taker, never having had a wife or family.

Tuckabatchee Micco and Jim Boy, both present, confirm these statements.

Daniel Welch and James Dudley, present when the deed was made to Burns: perhaps subscribing witnesses.

Takhigehielo, of Talasa, says that she was invited to Cook's, where Collins resides, to eat peaches; that, when she got there, they asked her what her name was; that they made her take hold of the end of the pen and make her mark on a paper; that she knew nothing of the object of it; that they gave her three handkerchiefs, worth one dollar each, one dollar and a half in flour, making in all four dollars and fifty cents; that David Pigeon acted as interpreter; that no persons were present but Collins and the interpreter, who told her that she would be chased out of her land unless she put her hand to the paper. She says she does not wish to sell her land, and when she found out what were the contents of the paper, she sent them word to destroy the paper and let her alone.

Mico Chate, (Bob McQueen,) of Talasa, says that shortly after the survey, and before the locations, he had made an improvement consisting of a house and a small piece of cleared land around his house; that he applied to Collins, when they were making the locations, and demanded to be located on the land; that he said his name could not be found on the list of the town, and that they would locate him on it, as soon as they could find his name; that they located Tiage, a Tuckabatchee woman, on his land, a float, who never had an improvement on the land; that the Talasa Indians are located around him, and his land lies in the body of the land assigned to the Talasas, and none of the Tuckabatchees are located in that vicinity; that the woman is a daughter of Cheha Micco, who lived and was located on the road; that the other daughter, Lucy, was located off on the head of Calube. He does not know that he was located on any other place.

Waxy Holatta, Cho Fixico, and Cho Hajo, know the facts.

General Woodward says that George Stone and Edward Smith know the facts.

113, Tidigaw Tuckabatchee, E. 29, 16, 25; the name of Micco Chate is not to be found in Talasa.
Examination of witnesses touching the location of Vandy Jolly, on the west half of section one, township fourteen, range twenty-two, taken on oath on the first day of November, 1834, in the presence of said Jolly and Thomas Boswell, acting for Jane Parsons, who claims a pre-emption on the premises in case the location be set aside.

Examination of Wildred C. Thompson.

1. Are you acquainted with Vandy Jolly and with his place of residence on the 24th of March, 1832? If you are, how long have you known him? How long has he lived on the place where he then resided? Has he ever resided elsewhere since you knew him? What is the distance of his residence, at the date of the treaty, from the west half of section one, township fourteen, range twenty-two?

Answer. I am acquainted with both; I have known him some five or six years, or more. He has lived on the place where he resided on the 24th of March, 1832, five or six years, I believe; and he has never resided, that I know of, elsewhere, since I knew him. The place he resided on at the date of the treaty, and where he yet lives, is some twelve or fifteen miles from the land mentioned in the question.

2. How is Mr. Jolly connected with the Creek tribe?

Answer. He is a white man, married to a daughter of Capt. Zachariah McGirt, and she is reputed to be of the Creek tribe.

3. Had Mr. Jolly any improvements on the north half of section one, township fourteen, range twenty-two, at the date of the treaty?

Answer. He had not that I know of; I don't think he had.

4. Has he since that date had an improvement there? If he has, when was it made, and of what did it consist? Did he ever live on it?

Answer. He had a house there which he claimed; I have seen him at it. The whole of the improvement on the place consists of this house, a small cabin of poles with the bark on them, quite indifferent, and covered I believe with boards. It was built in August, I think, 1832, and never was inhabited by him or any other person to my knowledge.

5. What opportunities have you to be acquainted with the building of this house, and the other circumstances related?

Answer. I live within about two or two and a half miles of the place, and have for four years, and have been there frequently.

6. Has Mr. Jolly sold the place? If he has, to whom?

Answer. I believe he has sold it to Walker and company.

7. Are you sheriff of Macon county?

Answer. I am.

8. Did you ever hear Mr. Jolly say anything touching his location on this land, and his residence there? If so, what?

Answer. I saw him one night at Capt. McGirt's, about the time of the location, and he told me that he was located on the south half of the section, and that was the widow Parson's plantation. I told him he was not on her place if he was located on the south half, and, in jest, offered
to bet him a hat of it. Afterwards, he found that the south half did not include her improvements, the principal part of which are on the south-west quarter of the section, and he had the location changed so as to include her improvements.

9. What is the value of the south half of the section?
Answer. I should think it worth twelve hundred dollars; that would be as much as I would feel willing to give for it.

10. What is the value of the west half in its natural state, and in the state it was at the date of the location?
Answer. In its natural state I should think it worth sixteen hundred or eighteen hundred dollars. The improvements of Mrs. Parsons, on the west half, consist of between forty and fifty acres of cleared and enclosed land, tolerably comfortable double cabins, kitchen, and other outhouses; and the whole may have cost about three hundred dollars.

11. How do you know that the location was changed?
Answer. In my official capacity I made a levy on the west half as Jolly's property, having discovered, from examination of the land office, that this was his location. He told me, at McGirt's, that he was located on the south half. Besides, General Woodward, one of the locating agents, told me that an Indian, called Homer Colonels, was located on the north half, and he went to the books of the locating agents, at Fort Hull, and gave me a transcript from the books, showing that Homer Colonels was located on the north half, and he told me to go and buy the land from Colonels in company with him. I went to the residence of the mother of Colonels, and hearing that she had paid debts for Homer, her son, and had the disposal of the land, I began to talk to her about the purchase; and while I was so engaged, Captain William Walker came in and took the old woman out, and after being out some time, she came in and said Homer had sold his land to Walker, and he accordingly went away with Walker. When General Woodward gave me the number of Homer Colonels' location, he told me not to let any of Walker's company know that I had the number, from which I inferred that he was interested with the company, but thought he could do a better business in that case by acting with me. He told me afterwards that he was interested with the company. He had not completed his locations when he gave me the number of Homer Colonels' location.

12. If you have any knowledge on the subject of the location in the prairies of Macon, in particular cases, state your knowledge.
Answer. I was only sworn touching the location of Mr. Jolly, and decline making an answer to this question. And further this deponent saith not.

W. C. THOMPSON.

Examination of Laird W. Harris.

1. Are you acquainted with Wandy Jolly? If you are, how long have you known him? Where has he resided since you knew him? Where does he now reside?
Answer. I have been acquainted with Mr. Jolly about five years; he has resided during that time on the Federal road, four or five miles east of Fort Hull, and he yet resides at the same place.
2. Is Mr. Jolly the head of a Creek family?
   Answer. He is; he married a daughter of Captain McGirt, reputed to be a native Creek woman, previously to the treaty of March 24, 1832.

3. Was he allowed to select a reservation? If he was, where?
   Answer. I presume he was; it is the west half of section one, township fourteen, range twenty-two. I recollect of writing an advertisement for the sale of it, for the sheriff, Wildred C. Thompson.

4. Had any citizen of Alabama an improvement on the section previously to the location? If ye, on what part of the section did those improvements lie?
   Answer. Jane Parsons, a widow lady, had an improvement on the section, principally on the west half.

5. Had any Indian a settlement on the section at the date of the treaty? If ye, on what part of the section?
   Answer. No, not that I know of.

6. Could the section have been so divided between Mrs. Parsons and a reservee, as to give Mrs. Parsons her improvements and the reservee a good settlement? If so, how?
   Answer. It might have been done by running the line north and south. The fields of Mrs. Parsons are on the northwest quarter of the section, her house is very near an east and west dividing line, and perhaps the southwest quarter. The most equitable way of dividing the section, supposing it to be divided between two, would be by an east and west line. According to the pre-emption law, Mrs. Parsons might have had the northwest quarter, where her improvements are; and the reservee, the south half or the east half, by dividing it north and south, and either the south or east half would be a good settlement. The south half would be worth from 600 to 800 dollars, and the east half about the same.

7. Did any other Indian occupy any part of the section at the date of the treaty; or afterwards, previously to the location; or yet?
   Answer. None before or afterwards.

8. Do you know anything of a change of Jolly's location?
   Answer. I heard him say, before the Indian locations were completed, that he had depended on John J. McCrary to inform him which was the most valuable half, and complain that he had misinformed him, and that he would follow the locating agents to Cook's and have it altered.
   And further this deponent saith not.

Laird W. Harris.

Sworn, subscribed, and examined, before me, November 1, 1834.


Jo Gooden, of Tuskegee, floated from his improvements, where he was raised, at the date of the treaty, and located elsewhere; he knows not. John McQueen was located on it.

D. Barnett says this location was made by General Woodward; that he, Barnett, acted as interpreter; that McQueen had followed all day, hunting a location, and when he came to this, said his sister was living on the place, and the locator must give it to him; that General Woodward did so; that McQueen's sister is a negro and a slave; that McQueen did not claim the place by improvement. This land joins the section including Fort Hull.
Micco Bocga, of Thloblocco, gone to Texas, but located; has left a brother in Jim Boy's town.

Stimmohaii, of Tuckabatchee, says she got from Thomas Simmons, who purchased her land, only $150, and she understood she only sold half.

David Barnett heard several white men, i.e., Chapman, Clough, &c., say they would give her $600.

Alabama, Benton county, ss.:

Examination of James Robinson, taken before John P. Montgomery, one of the justices of the peace within and for said county and State, on the 19th September, 1834, in the case of Chéwasti Hadgo, an Indian in the Talasabatchee town, not inserted in the census of said town.

Question to said Robinson. Are you acquainted with the Indian called Chéwasti Hadgo? and if so, when did you first become acquainted with him, and where did he reside when you first knew him? was he then the head of a family; had he a wife and children, and how many?

Answer by witness: I am acquainted with him, I saw him before the treaty, and became acquainted with him shortly after the treaty. When I first saw him before the treaty, he lived on section 28, township 14, range 7, the north half of which, on which he lived, was assigned by the locator to Supin Kulge, No. 30 on the Talasabatchee census, and in which said Chéwasti Hadgo continued to live for some time after the location. He was then the head of a family, having a woman with him who was reputed to be his wife, and children, how many not known, that were reputed his, and I know that he now lives with the same woman as his wife.

JAMES ROBINSON.

Taken, examined, and sworn before me, the day and year aforesaid.

J. P. MONTGOMERY,
Justice of the peace.

Munga, of Tuckabatchee, says that, before the time of the treaty, he had commenced an improvement on the east half of section 8, township 16, range 23, which improvement consisted of some trees deadened; that a white man, at this stage of his improvement, intruded on the place, and built a house and cleared some land, which was purchased by Sam Smith, an Indian, who placed Elizabeth Colonels, of Tuckabatchee, on the land, and in possession of the house, which she occupied before the survey of the country; that, when the locations were being made, he required General Woodward, the locator, to assign that land to him, as the owner of the earliest improvement; that the locator refused, and assigned it to Elizabeth Colonels; that he never enclosed or cultivated any of the land on the section, but makes his claim as the owner of the improvement aforesaid, consisting of the deadened trees; that he, however, built a house a short time after the survey, and took the measure of his house logs from the logs of the house in which Elizabeth Colonels lived; that he has been located elsewhere, but he has never seen his land.

The chopping of trees cannot be regarded as constituting any improvement in the sense of the treaty. Elizabeth Colonels then had the oldest improvement.
This evening, Tuskenah, the head chief of the upper towns, called to say that his Elizabeth Colonels is a white woman, and that in taking the census at Tuckabatchee she was rejected, and he does not know how she came on the list.

There is no doubt that she is a white woman, married some years since to an Indian, who died before the treaty, and by whom she had no children.

R. J. MEIGS.

Etleboya Ematla, of Ottersea, says he and Tolkis Hajo were residing on the same half section at the date of the treaty; that he was a long time the oldest settler; that, when the locations were being made, he set up his claim to the land, and went to meet the agents at two places, but was disappointed at seeing them; that he was ready and did produce evidence to show his title, and they told him he was located on his land; but it turns out that Tolkis Hajo was located on it, who has sold it.

Hoboic Hatka, head chief of Talmachuesa, says that Compte had been living a long time at the place before any of them came about there. Tolkis Hajo has lived on the place going on four years; Etleboya Ematla about eight or ten years. He was not present at location. Tolkis Hajo lived about two years some distance from Etleboya Ematla, and about four years since married in his vicinity.

David Burnett says that, about seven or eight years ago, Tolkis Hajo was living in Florida, where he went about the time of the war.

Cosa Micco, of Ottersea, a chief, says that Etleboya Ematla had been living on the land long before any other Indian. Tolkis Hajo came to the land long after Etleboya Ematla. T. H. made about three crops on the land before the sale.

Pow-was Fixico, of Talase, "floated" from his improvement. No one lived on it beside himself at the date of the treaty. The land Tussekia Hatka was located on, who lived two miles from it at the date of the treaty. Does not think he sold it; has understood Broadnax bought it. Offers have been made to purchase his actual location, but has told applicants he never saw it. Pow-was Fixico still lives on the land. McBride located him. The reason of the mislocation is that he, Pow-was Fixico, had selected a new place after the treaty, but, finding he could not be located on the new place when he had removed, he moved back to the old one. A daughter of Chea-a-Micco Suckey was located on his new place. The location of Tussekia Matla on the old place was made while he was living on the new. Suckey had no improvement on the new place, nor had any improvement then. Had split rails, and built a house on new place.

Anne Low, of Tuckabatchee, complains that Haden got her into a room, and told her to put her name to a paper which they prepared while she sat in the room to which they invited her, telling her to wait till they should write a paper to sell her land to them, when she did sell it. She lived on the land before the treaty a good while; lives on it yet; had relations to die on it, and has no notion of selling her land. The paper was signed at Haden's house, when they called her in to eat something. She thought no person was present when she signed the paper but
Bob Haden and Yaha Hajo and Kinike. Has never been before the agent. Since they made her sign the paper she has not been from home, and knows nothing of any agent. She says that Kinike is her nephew, and acted as interpreter when the paper was signed; and they said as he acted as interpreter he must have something, and they gave him four or five little pieces, of four or five yards each, of the meanest kind of calico. Kinike is their interpreter, hired at $200 per year. Kinike used to live where she lives, but has a wife, and has quit the place.

Tasoke gave his name to the census-taker at Neha Micco's. He belongs to Tuskegee, but had gone down to Cusseta to see some of his kin there, and was taken sick and detained there until the census was taken, and supposes his name may be among those of Cusseta.

Wishes me to examine the books while at Columbus, to see where his location may be.

Stimahae, a woman with three children, of Tuskegee, name lost; had an improvement, on which she yet lives.

Captain Walker knows the circumstances.

Tuskinah, of Ottersea, settled an unoccupied place after the treaty, where he made improvements, and around which the people of his town are floated; but the locaters gave his land to a man, named Hilocco Yo-holo, of said town, who has sold.

Oosiah Yoholó, of same town, adjoining above, in same situation. A woman has his land, Yoskche by name.

Yoholo Hajo, (in the census Spokok Tustunnuggee,) of same town, that the place where he lived, at the date of the treaty, has been given to Yakinah Fixico, who lived some years since on the land, but had removed some time before that, and located himself elsewhere; that Haden persuaded him he could hold his old place, and he came back and made a little house or camp which, with the help of Haden, he procured to be assigned him.

Wewoka Hajo complains that Alexander Burns has his signature to a deed for the sale of his land, obtained when drunk. He says he lives on the land, and has got a house higher than Durant's, throwing his hands up; he says he never so much as got a gill of whiskey from him. He says he was drunk, and does not know who were present when the supposed deed was signed. Broadnax's storekeeper told him he had sold his land and signed the deed. He is to bring Burns here—Tuckabatchee—land on the north side of Talapoosa.

Hetska, a daughter of Tustunnucki Hoboie, complains that she gave her name to the census-taker as the head of a family, being the mother of a child by Captain William Walker; that afterwards, when Captain Walker was about to give his name, it was denied that he was the head of a family, because he had no wife; that he then had her name scratched out, and his own inserted in its stead; and so she has been deprived of land; for Captain Walker, though living with her at the date of the treaty, had separated from her when the census was taken. She says that Tuskinah and the Little Doctor are well acquainted with the circumstances.

The Young King says that he knows Walker had this woman's sister for a wife, and had a child by her, after whose death, this woman's mother, according to the Creek customs, gave her to him for a wife, and he had a child by her, as is said above. He also says he heard this woman's
name was erased, but he did not know why. Coosa Tustunnucki also, it is said, knows the circumstances.

Stinjobakka, of Tuckabatchee, complains that, while working on the road at or near Haden's, he and other Indians were treating each other, and after he had got very drunk, as he was afterwards told, he signed a deed for the sale of his land; that he does not owe him a pin, and that he has never put his hand on the value of a seven-pence; that he recollects himself that they had him to the paper, but was very drunk and was held by others; never been before the certifying agent.

Cosa Hajo, of Tuckabatchee, complaints that he has been made to sign a deed, by Alexander Burns, when drunk. Does not know that he ever had a dollar from the man.

MARDISVILLE, ALABAMA, November 28, 1834.

Sir: In reply to your letter of September 10, 1834, permit us to observe that, as it is our opinion that one person cannot conveniently and speedily perform all the duties of certifying Creek contracts, we have made some alteration in our certifying districts, so as to equalize the labor between us. We have not as yet heard from General Sanford on the subject, but, from our knowledge of the extent of the Creek country, and the great inconvenience that the Indians and the purchasers would be subjected to in getting their contracts certified, we have no doubt he will concur with us in opinion.

We have the honor to be,

LEONARD TARRANT,
ROBERT W. MCHENRY.

ELBERT HERRING, Esq.

ALABAMA, Macon county, ss.:

Examination of witnesses touching the claim of Tuckabatchee Fixico to be located on the north half of section twenty-one, township seventeen, range twenty-one, wherein Hieoakke was located, taken on the 4th November, 1834, in presence of Charles P. Zimmerman, agent of claimant, and claimant himself, but in the absence of Scurllock, the purchaser from Hieoakke.

Examination of William Townsend.

1. Are you acquainted with Tuckabatchee Fixico? How long have you known him? Where did you live when you first knew him, and since? State his removals.

Answer. I have known Tuckabatchee Fixico sixteen or seventeen years; and he lived in Clewalle town, near the town-house, or in the lower end of the town, for I didn't know at that time where the town-house was. He has lived in the same town ever since. I don't know
whether he ever removed from the place where I first saw him till February, 1832, when he was living on the land in question in a camp. I went to work on the land which is included in the adjoining section by the survey since made, in that month, viz., February, 1832, and I then found Tuckabatchee Fixico in the camp just mentioned, which was situated on the land in question, and he objected to my working land there within the town fence, he being one of the chiefs of the town.

2. Did he continue on the land in question after you saw him there in February, 1832; or did he return to his house near the lower town in the winter?

Answer. I tended land just above him, and passed by his camp once or twice a week till June or July, down to which period he and his family remained on the land, and at the camp aforesaid. He then went off to the lower end of the town, where he remained till the latter end of the summer or first of the fall; he returned, and put up a house near the camp above mentioned, and lived in that house till the spring of 1834, when, his land being sold and certified to, that is, about corn-planting time, he quit the place.

3. What Indian was located on the land? And did he ever live on it?

Answer. I do not know the Indian, but I do know that no other Indian ever lived on the land, or, at least, lived there at the date of the treaty or afterwards.

4. What white men took possession of the land after the location or before it?

Answer. Zimmerman and Brazzell rented it from Conway Barton, who went there as I did without any authority. In the summer after the treaty the marshal came round, and I heard Barton authorize Zimmerman to pay rent to Tuckabatchee Fixico for the use and occupation of the land.

5. What caused Tuckabatchee Fixico to lease his house and the land?

Answer. It had been sold and certified to by another Indian, and Brazzell's fence, who either rented or had bought from Scurlock the purchaser, included his house, and I heard him say he should not have any land there.

6. What have you heard Mr. Brazzell say about the Indian Tuckabatchee Fixico?

Answer. I heard him say that he would do all he could to keep him out of the land.

7. Have you been particularly acquainted with the north half of section twenty-one, township seventeen, range twenty-one, and how long?

Answer. I have been acquainted with the lines of this section ever since they were run, and I know that the camp in which Tuckabatchee Fixico and his family resided in February, 1832, is within the said lines, and he cultivated the land in the summer of 1832, and he had a small patch of forward corn planted, in the ground in question, before the date of the treaty. And further this deponent saith not.

William Townshend.

Sworn, examined, and subscribed, in my presence, November 4, 1834.

R. J. Meigs, S. Agent.

Osus Fixico, of Clewalleie, says that he made his improvement west of Tolaapooa after the treaty, where he resided when the locations were
made, and put up his claim to the place, and the locators told him they had located him on the place, but since that, the land has been sold as public land, to a white man who purchased at the sale at Montgomery. The land lies about a mile and a half from the river, west.

Hitzko-ija, a female, located on the other half of said section, in same situation.

Tal-ma-se Ematla, of Alabama town, floated from his improvements, occupied at the date of the treaty, and Powwas Hajo, a Clewallie Indian, located in his place, who came to the land after the treaty, who has sold to Charles Simmons.

Yadowa Hajo, of Thloblooco, says that his name has been omitted in the census. He gave in his name, and it was on the list, but is not now to be found.

Barnett says he has known him for fifteen years. **He had no children.** Had a wife, from whom, at the date of the treaty, he was separated. His wife was a notorious whore, and had children of all colors, and gave in as a head of a family and got land, which she has sold; they now live together.

Sap ti Yoholo, floated from his improvements made after the date of the treaty. David Barnett thinking him a bad neighbor, bought the place occupied by him at the date of the treaty. He does not know who was located on it. They told him his land was up ahead, and thinks from that, somebody else was located on his place.

**Alabama, Macon county, ss.:**

Examination of George Stiggins touching the location of the north half of section twenty-five, township seventeen, range twenty.

1. What do you know touching this location?
   **Answer.** I was present when Mr. Collins, the locating agent, was making the location of this land. Chofolop Hajo had an improvement on the place, which he claimed to be the oldest. No other Indians were present, setting up any claim to the premises, and to my certain knowledge the land was assigned to Chofolop Hajo, at that time.

2. How long have you known Chofolop Hajo, and the improvements on said land.
   **Answer.** I have known him and the improvements since the year 1829, and he has cultivated (but not lived on) that land ever since that time.

3. Was there any change made in the location, and if there was, when and why?
   **Answer.** I know nothing of the change. All I know on this point is, that Abererombie told me he had bought the land of the woman called Stingage.

4. Do you know Stingage, and are you acquainted with her place of residence in 1832?
   **Answer.** I have seen her, but have no acquaintance with her. I know nothing of her residence in 1832.

5. Why was Chofolop Hajo not located on the land finally?
   **Answer.** I do not know. I have heard the speculators in that neighborhood say that his name is not to be found on the list; and I have
seen copies of the locations in their hands, and his name is not on those copies.

6. You say in your answer to the 2d interrogatory that Cloflopol Hajo cultivated, but did not live on the land in question—on what land did he live?

Answer. On section 32, township 17, range 21, and on the west half of the section 32 was given to a Clewallie man who had been on it only from the Christmas before the location. It properly belonged to Talmasa Ematla, who was floated on Charles Lane’s place. All the Indians say that he lived on section 32, that is, Talmasa Ematla, from the treaty of Fort Jackson. I mentioned this at the time, but a great fuss was raised around the stake, and Talmasa Ematla, though present, said nothing through intimidation I then and yet supposed. And further this deponent saith not.

GEORGE STIGGINS.

Sworn and subscribed November 11, 1834.

R. J. MEIGS, S. Agent.

ALABAMA, Macon county, ss.:

Examination of witnesses touching the claim of Pow-was Hadgo, 12: Tuckabatchee, who is located on the south half of section 22, township 14, range 24, to be located on the west half of section 13, township 17, range 21, on which section one of the 90 principal chiefs, No. 20, Tussicki Halotta, was located.

Examination of Robert Watson.

1. Did you act as one of the locating agents? If you did, what occurred in relation to the location of Tussicki Halotta and Pow-was Hadgo?

Answer. I was not present when the location was made. After Mr. Collins, the deputy locator, who had the management or supervision of the locations in that neighborhood, had made the locations in that quarter, some Indian, whom I did not then know, made complaint of the assignment of his improvements to Tussicki Halotta; and, at the request of Mr. Haden, who was urging said complainant’s claim, Mr. Collins told me to go and make an examination of the complaint. When I completed my locations on this side of the river, Mr. Haden requested me to go and make the examination; but it was raining, and the river was rising, and I declined making the examination, as it was not my work, and I thought Mr. Collins best qualified to finish his own work. The Indian was along, but he was strange to me, and it is probable the Indian, Pow-was Hadgo, now present, was the man. I know nothing further of the matter.

ROBERT WATSON.

Examination of Thomas S. Woodward.

1. Do you know Pow-was Hadgo; and whether or not he complained of his location at the period of making the locations in Tuckabatchee?

Answer. I do not know him; but I know that an Indian of that name
complained of the location of Tussicki Halotta, and even after the balance of the locations had been adjusted, said Indian still persisted in making his complaint; and, when other Indians had given up their improvements to the chief, Tussicki Halotta, he still said that they might give up their own improvements, but they could not give up his. And this is all that I know of it.

THOMAS S. WOODWARD.

Examination of David Barnett.

1. Do you know the Indian called Pow-was Hadgo, and are you acquainted with his improvements at the date of the treaty, and with the circumstances of the location?

Answer. I know the fellow, but am not acquainted with his improvements. I was not with the locators when the locations were made. I know nothing of the matter but what I heard from others. I was present at Dubois's store, when some examination was made previous to the location of the Indians on this land, and there then appeared to be only two claimants for the land; a woman and Pow-was Hadgo. The woman agreed to give place to Tussicki Halotta, but Pow-was Hadgo did not then agree to give up his claim. This examination was made in the presence of Collins, and I interpreted for him that day.

DAVID BARNETT, his x mark.

Examination of Little Doctor.

1. Are you acquainted with Pow-was Hadgo, and with his settlement? How long have you known both?

Answer. I have known him from shortly after the war, and he settled shortly after that time on the same section where Tussicki Halotta is located.

2. What other Indians have lived on that half of the section where Pow-was Hadgo's house is from the time of the war, if any?

Answer. There were some women living on it at the date of the treaty; I am not certain that they are on the same half section; probably they were.

3. Did these women or Pow-was Hadgo come to the half section first?

Answer. I think they came there much about the same time. I can't tell who got there first. All that lived on it drew other land.

4. When the other people who lived on the land gave way to the chief, did Pow-was Hadgo also give way?

Answer. I don't know that he did, or that he was present when the arrangement was made.

5. Did you not hear, at the time of the arrangement, that Pow-was Hadgo contended for his improvements?

Answer. I never heard of it. When the chiefs were located in a body, it was agreed that the common people should be located adjoining.

6. Did Pow-was Hadgo agree to this?

Answer. I do not know that he agreed.

LITTLE DOCTOR, his x mark.
Examination of Tuckabatchee Micco.

1. Do you know Tussicki Holatta and Pow-was Hadgo? Did Tussicki Halotta live on the section assigned him at the date of the treaty? Did Pow-was Hadgo live on it? How long has he lived on it?

Answer. I know both of the men well. Tussicki Halotta did not live on the section at the date of the treaty. Pow-was Hadgo lived on it, and he had lived on it from a little after the war. Tussicki Halotta's kinfolks had lived on it before the war, and some of them had died on it; and the line runs close to the place where their house stood.

2. At the time the location of Tussicki Halotta was made, does he recollect whether Pow-was Hadgo set up any claim to the land?

Answer. I was not with the locators, and heard nothing of it.

3. If the land were to be given to the oldest settler, would Pow-was Hadgo be entitled to it?

Answer. There was an old woman on it who came there about the same time, and I don't know to which it ought to be given; but the council gave it to this mile chief.

TUCKABATCHEE MICCO, his X mark.

ALABAMA, Macon county, ss.: Examination of Jim Boy, chief of Helob Locco town, touching the location of the north half of section 15, township 16, range 22.

1. Are you acquainted with the Indians who resided on the north half of this section at the date of the treaty; if you are, what are their names?

Answer. I am well acquainted with them. An old man, called Talmachueese Hajo, lived on the land a long time before the treaty, and died, leaving in possession of his house, and small improvements thereon, his widow, by name Settiugipy, and several children. They continued to live on the half section till the date of the treaty, at which time, one of the sons, Hatutga Fixico, but called in the census Talasa Fixico, was the head of the family, so that there were living on the land when the treaty was made two Indians who were heads of families, to wit, the said widow Settiugipy, and her eldest son, the said Hatutga (alias Talasa) Fixico. These were the only heads of families who lived on the land at the date of the treaty, and were the persons entitled to it.

2. Were these persons, Settiugipy and Hatutga (alias Talasa) Fixico, located on the land, or were they located elsewhere; and, if elsewhere, have you heard them say that they are satisfied with their locations; or have you heard them set up any claim to the section in question?

Answer. The old woman was located in the prairies, near the old ruin of the Creek territory: the young man was located over the Chunnebuggy ridge, in Barbour county. I never heard them complain of their location, and they have sold the land assigned to them.

3. Do you know the Indian's name, who was located on the land?

Answer. They located the name Oosahineha on the land, which, it is said, was intended for some person in my town, but there is no person in my town by that name. The locators say, I am told, that it is a woman who was located there, but there is no such woman, nor is it a woman's name, to my knowledge.
4. Have any attempts or offers been made to you to procure some one to claim this name; if so, by whom?
   Answer. No person ever made such an offer.

5. Have you ever seen any person called Oosahineha, in any of the surrounding Indian towns?
   Answer. There is a Tuckabatchee man of that name, who lives close by, but he has land elsewhere. There is a man in Ottersea town of that name, but he has land elsewhere also. These are the only two men that go by that name, to my knowledge. I have been told that my mother was located on the land.

6. Is her name Oosahineha?
   Answer. Her name is Tsimilige, but, because her name was last, it was pretended that this Oosahineha must be intended for her.

   JIM BOY, his x mark.

Examination of David Barnett.

1. Do you know anything of the facts above spoken of by Jim Boy?
   Answer. I am acquainted with the circumstances above spoken of, and believe the statements made by Jim Boy to be true. I know the family of Talmachessa Hajo, and that they were the Indians who would have had a title to this land by improvement; and I know of no Oosahineha but those spoken of by Jim Boy.

   DAVID BARNETT, his x mark.

   Signed in my presence, November 6, 1834.

   R. J. MEIGS, Special Agent.

   November 8, 1834.

   SIR: I again notify you that, on Monday next, I shall attend at the house of Mr. Durants, for the purpose of admitting Colonel Meigs (the rectifying agent) to inquire into an alleged fraud in relation to the purchase of the south half of section one, township sixteen, range twenty-one, and also to procure the approval of the President of the United States.

   JOSEPH HOWARD.

   Mr. McBride.

MACON COUNTY, ALABAMA: ss.

Examination of witnesses touching the sale of the south half of section one, township sixteen, range twenty-one, by Suh-ly to Edward A. McBride; which sale is alleged, by Joseph Howard, to be void for fraud and duress.

Examination of David Barnett.

1. Do you know Suh-ly, her land, and the circumstances of the sale of it? If you do, state the whole particulars?
   Answer. I know the woman and her land; she lives near me, and the
land is in my vicinity. Some time in June last, the woman told me that she and another woman had been at the store of Edward A. McBride; that she had left the store, and got some distance from it, when she was overtaken by John Reid, a man of mixed blood, who acts as interpreter for McBride, who told her he and McBride wanted her to go back; that when she returned, Reid told her that myself and the chief Jim Boy were going to sell her land, and she had better make a paper to him in order that he might keep the land secure for her, and to prevent myself and Jim Boy from selling it. She had been before this to Jim Boy, and had given him, as I learned, the same information; that, some time after this, she and Mr. Howard informed me that he had loaned her fifty-four dollars; after which she was absent from the neighborhood some time. When she returned, I was one day sent for by Mr. Howard, and in going, according to his request, I met the woman, Jim Boy, and Mr. Howard, at a house in the neighborhood; and the woman said she had borrowed fifty-four dollars from Mr. Howard, which she wished to pay, but she did not know how to pay it without selling her land. Mr. Howard told me to tell her that she need not sell her land on account of the money he had loaned her. She made no answer, but that she was willing to sell it to pay her debts. Mr. Howard then told her that when she was willing to sell, to go before the agent; this was on Saturday. Some time in October, and on Tuesday following, she met with Mr. Hoby, who acted for Mr. Howard, and the money, or part of it, was paid before the agent. Shortly after her return, Reid and another man went after her, and brought her to McBride's. On her way thither, I met her in the road, and seeing that she was crying, I went to her, and she said that Reid was going to kill her about her land. I have stated that this occurred shortly afterwards; it was the very next day after her return from the certifying agent. I told her that Reid had nothing to do with her land. The next time I saw her, she was brought by Reid and McBride before the certifying agent at Durant's, where the money paid by Mr. Howard was refunded, and she sold and certified the land to Mr. McBride.

DAVID BARNETT, his x mark.

Examination of Thomas Hoby.

1. What do you know of the sale of the land in question in this case?

Answer. This woman came to my house on Tuesday morning, in October, in company with a brother of her own. She said she came for me to go with her to the agent in place of Mr. Howard, who was unwell, in order to pay him the money for her land. I accordingly went with her, and when I got to the agent's, I told him I wished to have the land certified to for Mr. Howard. The agent said that Mr. McBride had entered his protest against the sale of it, and that he could not certify to it. I then requested him to have the woman before him, and interrogate her upon the sale of the land; this was done. The agent asked her if she had ever sold her land? She said she had sold it, except to Mr. Howard. He asked her if she had ever made a paper to Mr. McBride? She said she had made a paper to Mr. Reid, to take care of her land for her; she said the reason she had made that paper was, that they told her
that David Barnett would sell her land if she did not make it, and she would never get any of it; that she never had sold it to Reid, nor to Mr. Bride, nor any of them, nor ever would or intended to. She said she had borrowed some money from Mr. Howard, and had agreed to let him have her land, which was the only bargain she had ever made for the sale of it. She said it was her wish to sell her land to Howard, and intended it for him. The agent then interrogated her no further, but received and paid over to her four hundred and twenty dollars, and told her that, when he came down, he would see the remaining one hundred and eighty dollars paid over to her. The woman came home with me; she seemed perfectly satisfied with the transaction. I knew that all that she did while with me was done without any constraint, and with perfect freedom of will, and that she came of her own accord to my house, so far as I know or believe.

THOMAS HOBDY.

Sworn and subscribed in my presence.

R. J. MEIGS, Special Agent.

November 10, 1834.

Widow Colonels; No. 31; Cubi Hatchee.

Locations, s. ¼ 18, 15, 25.—Improvements, w. ¼ 16, 16, 23.

MACON COUNTY, ALABAMA, ss.:

Thomas Woodward makes oath that he is acquainted with the woman who stands on the Cubi Hatchee census, No. 31, by the name of Widow Colonels; that he has known the husband of said Widow Colonels at least twenty years; that he lived for many years, and died at what is now the west half of section sixteen, township sixteen, range twenty-three, and had thereon before his death, which happened before the late treaty with the Creeks, pretty extensive improvements, in possession of which he left his wife; the woman whose name is inserted on said census as Widow Colonels; that, at the date of the treaty, this woman resided on the said west half of section sixteen, township sixteen, range twenty-three, and continued to reside thereon with her family till her death, which happened lately, and her family and slaves are now residing on the land; that he was one of the deputy locating agents under Colonel Abert, and made the location of this woman on the half section last mentioned; that she now appears on the books of the certifying agent to be located on the south half of section eighteen, township fifteen, range twenty-five; but how the error happened he knows not.

THOMAS WOODWARD.

Sworn and subscribed before me, November 5, 1834.

L. W. HARRIS, J. P.
Dear Sir: Just before the departure of Colonel Bright for Tennesseee, he forwarded on to the Department sundry papers and depositions taken before himself and Mr. Meigs in relation to the case of Mantallagey, a Creek female, who had first sold her land to Malcolm Gilchrist, and made a deed to him for the same out of the certification office; but who came before the certifying agent, Colonel Bright, and afterwards sold the same to Walker Reynolds, and Colonel Bright certified the contract. On account of the loose and informal manner in which the depositions in this case were penned, particularly the Indian testimony, it was thought advisable by Mr. Reynolds to request that the Department defer this decision of this case until other testimony was transmitted, as it would be impossible for the Department to found any just conclusion upon the evidence sent on by Colonel Bright, the most material part of it, the Indian testimony, being wholly unintelligible. Colonel Bright and Mr. Meigs have, however, both left the country, and Mr. Reynolds is deprived of the benefit of further investigation. Aside from the precedent which the decision of this case will establish, it is of very little importance; but, sir, your determination is looked to with the most intense interest, as being the means which, in a great degree, will circumscribe the ability of purchasers to practise frauds in the purchase of Indian reservations, or as unguardedly opening a door for the most corrupt and flagrant injustice. By the 3d article of the treaty of March, 1832, the President is to see that the Indians get a fair consideration for their lands, and to this end certifying agents have been appointed, whose duty it is made to see, 1st, That the Indian voluntarily, and without any coercion, enters into the contract for the sale of his land. 2d, That the price given by the purchaser bear a reasonable proportion to the actual value of the land purchased; and 3d, That the purchaser actually pay, in the presence of the agent, the amount agreed upon as the purchase money; and likewise that he enter into an obligation that he will not receive back, borrow, or withhold any part of the same. The regulations have wisely been adopted to prevent frauds and to protect the Indians, who, on account of their ignorance, are almost incompetent to contract, from impositions in the sale of their lands, and they have generally had the desired effect. Now, sir, can the Department, consistently with a proper discharge of the duties required by the treaty, dispense with those salutary regulations? This is the question you are called upon to decide in the case of Mantallagey. It will appear from the testimony in this case, that the Indian had been upon a visit to Tuckabatchee, about fifty miles distant from her usual place of residence; and that the day after she returned home Mr. Gilchrist went with his interpreter and proposed to purchase her lands, but being unwilling to sell, the Indian, in order to avoid the importunities of Mr. Gilchrist and his interpreters, left her house and went out into the field; Chi-was-tadgo, a brother-in-law of Mantallagey, and an Indian of some intelligence, being present, was immediately charged with having procured the old woman to absent herself, and was told by the interpreter of Gilchrist (No-co-ze-ka) that if he did not have her immediately brought back he would beat him with a club, which he had previously cut for
that purpose. In view of the punishment which awaited him, Chi-wasti-hadgo sent out and brought the old lady in, who, in order to put a stop to their further importunities, told them she was unwell and would not go to the certifying office at Mardisville to have her contract certified. This observation was, however, made at the suggestion of Mr. Gilchrist's interpreter, Betsey Grayson, as will appear from the deposition of the Indians in this case. Now, if the Department will examine the testimony forwarded by Colonel Bright, it will clearly appear from many circumstances that Mr. Gilchrist never intended the certifying agent to have any opportunity to witness the consummation of this contract, for, with a full knowledge of the regulations requiring the money to be paid in presence of the certifying agent, he had, previous to this time, sent $100 to Tuckabatchee and actually paid it to this Indian as a part consideration for her land. Linguister, who paid this money to her, informed her that if she would come up and close a contract with Mr. Gilchrist he would give her $1,000 for her land. She accordingly came, but finding that an additional hundred dollars was all she was to get, she declined making a contract until induced by circumstances that, in a court of equity, would avoid any argument, she reluctantly accepted it; and made a deed to Mr. Gilchrist for the land. The Indian, her brother-in-law, and several other persons, all state that at the time Gilchrist made the purchase she was in good health, she had travelled fifty miles a day or so previous, and two days afterwards she attended the certifying office, yet strange to say, two men were found who had the bravery to swear that she was too unwell to attend at the certifying office. These, sir, are the circumstances, as sustained by the proof sent on to the Department, under which Gilchrist obtained his deed. Reynolds having examined the books in the certifying office, and finding no record made of the sale of this Indian's land, and knowing also that it was essential to the validity of a contract for the value of such lands, that it be consummated in presence of the certifying agent, without knowledge of the existence of Gilchrist's deed, brought the Indian before Colonel Bright, and had the contract certified to him, in compliance with the treaty and instructions, for the sum of three hundred and sixty dollars; this latter contract was certified some few days after the previous deed was executed; and in a short time Gilchrist presented his deed to Colonel Bright, who certified it also, thus presenting the singular instance of the same agent certifying two different contracts from one Indian to the same piece of land. From the anomaly this case presents, the Department may, perhaps, draw the inference that the deed to Gilchrist was certified by one agent in the absence of the Indian, and afterwards by another agent to Reynolds. Such however is not the fact; both were certified by Colonel Bright, and the deed by Reynolds sometime anterior to that of Gilchrist. The question is, which shall prevail? Reynolds, is a bona fide purchase, by the evidence furnished by the records in the office, and by the certification of an agent on the part of the Government, who is appointed the guardian of the Indians to superintend their contracts. The duty of the certifying agent ceased when he saw that the Indian had obtained a fair value for her land, and that the purchaser had complied with the requisitions of the treaty and instructions. He is not appointed, in my humble opinion, to settle and adjudicate the
claims of all persons who choose to urge them before him; he knows, or
should know, no purchaser except the one to whom the Indian freely and
voluntarily sells for a fair consideration; and he should arrive at this
knowledge in his official capacity by a compliance of his instructions.
If others who seek to evade the regulations adopted think themselves
aggrieved, the courts are open for redress. Was it not the duty then of
the certifying agent, as he had certified to Reynolds in conformity with
his instructions, to have known no other purchaser? Sir, the very cir­
cumstance of Colonel Bright certifying to Reynolds, proves that he
(Bright) had no knowledge of an existing deed to Gilchrist; if then he
had no knowledge of the previous deed when he certified to Reynolds,
he had no right to know it (officially) afterwards; for in so doing he
could not have complied with his instructions, which require that he
should have been personally present, or in case of her sickness, (if the
certifying agent could not attend in person,) that she should have been
examined by some person deputed for that purpose, in reference to cer­
tain questions propounded by the certifying agent. If, however, Colonel
Bright, with a knowledge of a previous valid deed, permitted Reynolds
to make the purchase and certified the contract to him, then; indeed, he
induced him to pay his money under the sanction of law, and sought to
deprive him of it without the semblance of justice; my high opinion of
that gentleman forbids this idea. Mr. Gilchrist is an arch speculator,
having grown gray, as well as affluent, in the business of buying and sell­
ing lands. It may be that he has risked his two hundred dollars in this small
purchase, with the view only of testing the question as to whether the in­
structions of the Department must be considered the law as governing the
sale of Indian lands, and whether a deed made in derogation of the in­
structions and regulations would be received by the certifying agent,
sanctioned by the Department, and approved by the President. Establish
the deed of Mr. Gilchrist, and what will be the consequence? The great
barrier which the Department has labored to establish against fraud would
be entirely overthrown, and many speculators as well as others await with
anxiety the arrival of information that a slight temporary indisposition on
the part of the Indian, originating from drunkenness or some other cause,
or, as in the case before you, a declaration of sickness, in order to get rid
of an importuning purchaser, would furnish them with an available excuse
for their failure to bring them before the certifying agent. Nay, sir,
the certifying agent would be a sinecure in office. Respect will doubt­
less be paid to the decision of Colonel Bright, but as he has decided
twice, will not the Department pay more respect to his decision made in
conformity with the instructions given him, beyond which he had no right
to decide? Pardon me for the prediction that time will suggest the pro­
priety of the latter. I have made these remarks as the suggestions of
mature reflection; if I am in error, I am honestly so, and will take
pleasure in being corrected. I hope to have the honor shortly to hear
from you upon this subject. All which is most respectfully submitted.

W. P. CHILTON.

Hon. Elbert Herring,
Com. of Indian Affairs.
Columbus, December 9, 1834.

Sir: George W. Elliot, Esq., exhibited to me your letter of 28th ultimo, from which it appears that the Department is now waiting a further report from myself before proceeding to decide upon his case. Sometime past, perhaps in June, that gentleman addressed the Secretary of War upon the subject, and the Department enclosed me a copy of his letter, with the request that I should report thereon, as he had correctly set forth the nature of his claim. In answer, I submitted his letter, as containing all the material facts which had come to my knowledge; they are these: Tempoochee Barnard had agreed to sell his reservation for $800—section 13, 16, 29—to Elliot, and had given his bond, properly attested by respectable and responsible witnesses to that effect; but before the bargain could be consummated before the agent, he was taken sick and died; his family, who are all of age, are informed, are desirous of complying with the obligation entered into by the old man in his life, and will do so as soon as the mode of conveyance shall be determined upon. The subject of Elliot's letters, he informs me, has been to ascertain what this may be, in order that he might secure his rights at an early day.

I have the honor to be,
Your most obedient servant,

J. W. A. Sanford,

Elbert Herring, Esq.,
Certifying Agent.

Office Indian Affairs, Washington.

Columbus, December 18, 1835.

Sir: We have had the honor to receive your letter of the 4th instant. It is not our intention further to argue the question with you, but feel it no less due to you than to ourselves that we should disabuse ourselves of an imputation which seems to have been made upon your mind. If in our manner or words we have been personally offensive to you, we deeply regret it, and assure you that such was not our desire or intention. You will pardon us, we trust, for having given place in our minds to the fear that you regarded our appeals to you as presumptuous, and our representations as undeserving of notice, and had consequently deemed them not worthy the consideration of the President. Some little consideration is also due to the state of feeling which it was natural for us to have when our rights were suspended month after month, and our property sought to be taken from us by Indian adversaries, under the direction and dictation of interested and worthless white men, and especially when we thought we saw the prejudices and power of the Government arrayed against us. Under this aspect of affairs we only sought to have our cause laid promptly, fairly, and fully before the President, to the end that the matter should be completely understood before decided. If, in doing this, our language has been strong and rough, we can only say that we have neither been raised or educated in courts or colleges.

We acknowledge frankly that we were mistaken as to the powers of
Colonel Hogan, but in this we were not alone, for the whole community regarded him as judge and jury, vested with full and ample power to attack and vacate any contract that he pleased, approved or not approved.

That the President or any private gentleman has the right to seek for evidence as to approved contracts, and if successful, to advise and aid in judicial investigation, with the view of redressing the Indian, and punishing the wrong-doer, no one, we presume, will doubt. Perhaps, under all the circumstances of the case, it is morally the duty of the President to do this, especially when invoked to it by the Indians. At all events we wish not to be understood as objecting to such a course. We were in the same way, and to the same extent, misled as to the agent's powers in regard to non-approved contracts. We now see no objection to the President, taking evidence as to the fairness or foulness of these contracts, by which to guide his own mind in approving or not approving them. To collect all the evidence, and report it to the Department, seems to be the whole duty and power of the agent. What effect that evidence is to have is a matter to be considered. To the correctness of all this we cheerfully subscribe. When the question finally comes up for decision before the President, it is to be hoped that the wheat will be so separated from the chaff, that what is in law and good sense evidence, will be received and have full weight given it, and the balance rejected altogether. We shall then see whether the highest officer in these United States will receive and be controlled by such evidence as would necessarily have to be rejected by every subordinate magistrate under him.

If we are not distinctly understood in our aim and object, we wish to be so. We are entitled to our money back or the land for which it has been paid; and so long as we believe that law and justice prevail in our country, we shall not surrender our claim. If it can be made appear that we have in person or through our agents perpetrated any fraud upon any Indian, we are ready to surrender our claim so far, and to submit to all the consequences. But we claim what even the most humble citizen of the United States is entitled to demand as an unquestioned and unquestionable right. We claim that we be neither convicted or punished in our property or persons, but before a proper tribunal, and upon competent and pertinent evidence. We shrink from no investigation conducted upon legal principles. We invite and defy an issue made in any way, or triable before any tribunal where fraud is alleged against us. And, sir, if you can suggest a mode, by the making of a case, or in any other way, to settle the question of fraud, upon principles of law and right, we will meet you promptly and in good faith. Injustice to ourselves, we must state, whether we are believed or not, that upon divers occasions throughout the whole of this Indian business, all of us, when we have had the power in our own hands, upon discovering any error which we had committed, have promptly redressed the injured party. We have done so to this day, and shall continue so to the close of the business. We wait not to be urged to it by the lash of the Government, or the coercion of the law. We only want our own minds convinced; but when we see and know that falsehood upon falsehood is uttered by the Indians to the agent; when we know how and by whom all this is done; when we are sure of the depth of depravity surrounding the whole concern of purifiers, we cannot look to those developments for truth.
We now wish, pro forma, to give you notice not to deliver any contract in which we may be concerned, or any of us, and which may not be approved by the President, except to ourselves or our order. We also notify you not to submit to the President for his approval, any re-certification of the same lands to any other person, until we shall have had notice of the number of our contracts annulled, with the name of the Indian and his location, the name of the agent who is to re-certify, and the time and place of his doing so. It may be that, by applying for a bill of injunction to restrain the agent from all such re-certifications, we may get up the question, and settle the validity of our claims. We care not for the manner, so that we can arrive fairly at the question, and we trust, sir, that we shall be met in the same spirit, that is, if such a resort be found ultimately necessary.

Your obedient servant,
ELI S. SHORTER,
For self, and attorney for the other purchasers of Creek reserves.

Hon. Secretary of War.

ATTORNEY GENERAL’S Office,
December 26, 1834.

SIR: In your communication of the 26th ultimo, enclosing sundry papers in relation to certain reservations under the treaty made with the Creeks on the 24th of March, 1832, you request my opinion on the question whether the twenty-nine sections reserved to the tribe by the sixth article of that treaty can be located before an assignment of the same is made.

I have examined and considered the section referred to, and have the honor to state, as my opinion on the question proposed to me, that I think the twenty sections may be lawfully located either before or after the assignment thereof by the tribe—with the single qualification in respect to locations made before such assignment, that, if any of those sections should be located to persons who possess improvements not already allotted to them under other provisions in the treaty, such persons will be entitled to insist that the tracts assigned to them shall be located in such manner as to include their improvements.

I am, sir, your obedient servant,
B. F. BUTLER.

The honorable Lewis Cass, Secretary of War.

FAYETTEVILLE, (Tenn.,) December 30, 1834.

SIR: Your letter of the 10th of November was forwarded to me, at this place, by the postmaster at Mardisville, and which only came to hand a few days since.
I have to regret that my letter of the 23d October was not better understood. That letter was written in great haste, and upon the eve of retiring from the service, and much pressed and harassed with business; but upon examination of a copy of that letter, I do not find any thing that would seem to convey the idea of two agents acting in the same case, unless it is in the latter part, where I have said, “But if it should be considered by the Department that I erred in my judgment, and that Mr. Reynolds has the better right to the land, it will then notify Judge Tarrant, and he will transmit the deed of Mr. Reynolds for the approval of the President.” If this be the part of my letter that conveys the idea of “two agents acting upon the same contract,” the Department has mistaken my meaning, except that I had merely deposited the deed of Reynolds with Judge Tarrant, with a request that, if he was notified by the Department to transmit the deed, that he was to do so, (my name having already been signed to it as certifying agent,) and that Judge Tarrant would have nothing to do with it but to enclose the deed to the Department. The whole of the business in relation to the deeds from Manklegy to Gilchrist and Reynolds was conducted by myself, and no other certifying agent had anything to do in it.

I know of no instance of the kind having occurred as mentioned in the second clause of your letter, so far as relates to myself and Judge Tarrant: we were each confined to our own roll, nor did we make any transfers from each other’s rolls.

Doctor McHenry proposed making some transfers, but I was opposed to it, fearing that it might create confusion.

With due deference I do not find anywhere in my letter the expression or idea that would authorize the inference that Judge Tarrant decided upon a case when the Indian was not present—no such case having occurred within my recollection. Judge Tarrant, so far as came within my knowledge, always required the Indian to be present when the contract was consummated, except in the very few cases where the Indian, from inability, was unable to appear before him.

I have the honor to be,

Very respectfully,

Your obedient servant,

D. Kurz, Acting Commissioner,

Office Indian Affairs, Washington City.

FAYETTEVILLE, TENNESSEE,

December 30, 1834.

SIR: Your letter of the 10th of November was forwarded to me at this place by the postmaster, and which only came to hand a few days since. I have to regret that my letter of the 23d October was not better understood. That letter was written in great haste, and upon the eve of retiring from the service, and much pressed and harassed with business; but, upon examination of a copy of that letter, I do not find any thing that would seem to convey the idea of two agents acting in the same case, unless it is in the latter part, where I have said, “But if it
should be considered by the Department that I erred in my judgment, and that Mr. Reynolds has the better right to the land, it will then notify Judge Tarrant, and he will transmit the deed of Mr. Reynolds for the approval of the President." If this be the part of my letter that conveys the idea of two agents acting upon the same contract, the Department has mistaken my meaning, except that I have merely deposited the deed of Reynolds with Judge Tarrant, with a request that, if he was notified by the Department to transmit the deed, that he was to do so, my name having already been signed to it as certifying agent, and that Judge Tarrant would have nothing to do with it, but to enclose the deed to the Department. The whole of the business in relation to the deeds from Mantallegy to Gilchrist and Reynolds was conducted by myself, and no other certifying agent had any thing to do in it. I knew of no instance of the kind having occurred as mentioned in the second clause of your letter, so far as relates to myself and Judge Tarrant: we were each confined to our own roll, nor did we make transfers from each other's rolls. Doctor McHenry proposed making some transfers, but I was opposed to it, fearing that it might create confusion. With due deference, I do not find any where in my letter the expression or idea that I would authorize the inference that Judge Tarrant decided upon a case when the Indian was not present, no such a case having occurred within my recollection. Judge Tarrant, so far as came within my knowledge, always required the Indian to be present when the contract was consummated, except in the very few cases where the Indian, from inability, was unable to appear before him.

I have the honor to be,

Very respectfully,

Your obedient servant,

J. BRIGHT.

D. Kurtz, Esq.,

Acting Commissioner,

Office Indian Affairs, Washington City.

CHAMBERS COUNTY, January 4, 1835.

Sir: Owing to the extreme high waters, and inconvenience of the post office, yours of the 2d ultimo did not come to hand until a few days back.

How Colonel Meigs got his information, I am not able to say; at all events, he has been misinformed. If a person purchases an Indian's reserve, and that contract witnessed by two respectable persons, and presented to me, I permit the person to enter his name (in a column left for that purpose) as having the bond of the Indian. Frequently two or more persons take a bond from the same Indian. They will frequently sell more than once, for the purpose of getting a little money advanced on their lands. In such cases I give the oldest bond the preference, provided the purchaser is willing to give as much as either of the others, but not without; and in no instance for less than two disinterested respectable persons shall say, on oath, the land is worth; and they frequently give more.
If it is necessary, I can procure a number of certificates to establish the truth of the above statements.

I am, sir, very respectfully,
Your obedient servant,
ROBERT W. McHENRY.

E. HERRING, Esq., Washington City.

TUSKEEGEE, January 6, 1835.

Sir: I have been constantly engaged since my arrival in examining testimony and reading affidavits, &c., all having reference to some of the cases under consideration. Dr. McHenry has not yet joined me; I had to employ an Indian express to send for him, as he seems very desirous to see my report before it is forwarded. Enclosed is a copy of his letter of the 31st ultimo. You will perceive that he intends to resign. Mr. O. K. Freeman has left this place for the present, and I shall be unable to forward a statement of the case referred for examination in which he charges Dr. McH. with bribery. As soon as he returns, and the witnesses can be procured, that case shall be attended to. I have to-day attended to the complaints of W. C. Thompson, sheriff of Macon county, and shall forward some affidavits in that case that have been filed by Thompson; but from all I can ascertain, it appears that a deep speculation is going on upon the land of deceased Indians. It appears it has been a favorite plan of the speculators to have a sick Indian personated, and his land certified to, and as soon as dead, they, or some one else, would apply for letters of administration and have the land sold. It is easy to see the result of such a system: In the first case, if they can get the land certified to, and then letters of administration issued, they are safe; there is no one to complain that the land was stolen, as they justly term it. In the second case, it becomes the duty and interest of the administrator to make complaint that the sale of the land is a fraud: this is the situation of Mr. Thompson. Pin Harjo died and left a most valuable half section of land, said to be worth $30 per acre; he has administered on the land, and it is said, and I have very little doubt of the fact, that Julien S. Devereaux is his partner in the speculation. Devereaux has filed on record in the county court office powers of attorney from the heirs of Pin Harjo, and has taken an active part; he stated to me that he gave $1,000 for the claim of the heirs. Yesterday they made sale of the land and two other pieces; I attended the sale to see how it was conducted. A Major Haney became the purchaser. The sale was made a cash sale, although all administrators’ sales in this State are on a credit of six and twelve months; yet this was a cash sale, and that and two other pieces sold for $10,705, and I will hazard the assertion that the heirs will get nothing. I shall next week go into General Sanford’s district, where I anticipate great trouble, from the character of the men who have been engaged in those frauds. As soon as Dr. McHenry joins me, and he can have time to examine my report, it shall be forwarded. Enclosed is a letter from Major Abbott to me, enclosing copies of an application of Dr. McH., and his reply. Since writing this letter
Benjamin Marshall has called to see me; he came to obtain the proceeds of the 23½ sections of land that was sold in Tallasee on the 28th of October. When that sale took place there were so many doubts and difficulties thrown in the way of obtaining a fair price, and some of the sections were claimed by a man named Walker, and also by another named Hamitk, that it was proposed that, to obviate all difficulties, the money should be placed in my hands and sent to the bank, and there deposited until the President approved the sale. These facts were all reported in my letter of the 28th of October to the President and Secretary of War. Since that period I have had no communication from the Department on the subject. Marshall came here to get the money, and he says, to place it in a bank in Georgia. I have read to him the copy of my letter to the President, and informed him that the money must remain in the bank until I am instructed to pay it over; that he is not the only party to the arrangement then made, as it was a condition of sale, and the purchasers have a right to expect this money to be preserved until the decision of the President is made known. We have each written to the Secretary of War, and forwarded the letters by Major Blue, who leaves here this morning in the stage for Washington city. Marshall says the white people through the nation have instigated the Indians to urge him for the money. I told Marshall that I was of opinion the money was safer where it is, than in those little rotten banks of Columbus; and if this money was kept together until the annuity was paid, it would then do them some good but if now distributed, neither it nor the annuity could be of any benefit or relief. However, whatever course the President may order shall be strictly complied with. Marshall requests me to say to you that he has never written any letters to the Secretary of War contradicting what the chiefs complained of, and that if Mr. Shorter and others have sent such letters as is alluded to in the Secretary of War's letter of the 31st of October last, it is not genuine. He states that John D. Howel, one of the contractors, asked him certain questions, all of which he answered in Judge Iverson's office, and they were taken down by a lawyer; but he contradicted nothing that was asserted in the letters of the chiefs Neo Mico and others, and to which his name and that of Paddy Carr's are annexed as witnesses. Marshall is particularly anxious that the Secretary should so understand him. I shall be compelled to employ two interpreters in Sanford's district, one to talk the Uchee and one the Creek language. It is said that nearly all the lands of the Uchee have been stolen.

I have the honor to remain,

Your obedient servant,

JOHN B. HOGAN,
Superintendent of Creek Removal.

Hon. E. Herring.

ALABAMA, MACON COUNTY,
January 23, 1835.

Sir: I have the honor to acknowledge the receipt of your letter bearing date the 7th of November last past, on the subject of what I call a posi-
tive want of title to a reservation located to an Indian under the Creek treaty, accompanied by Colonel J. J. Abert's report in relation thereto. I am happy to discover a disposition in the Department to listen to complaints of this character. Colonel Abert states that I had intended to have purchased the land of whomsoever it might have been allotted, but does not pretend to say that I intended to purchase of any person who could not make a good title thereto, in conformity with the treaty. To his first objection, "that no Indian has been located but those upon the census-roll," this I readily admit, but at the same time I must beg leave to observe that, amongst so many persons enrolling themselves, and speaking a different language, and that through an interpreter identified with them perhaps by habits, language, and customs, I say, is it improbable, under these circumstances, that frauds in many instances have not been practised upon the Government agents, and especially upon the census agent? to whom, or to any of them, do I pretend to impute any thing of either fraud or other improper motive. But the probability of a fraud having been practised upon the census agent, to me as well as others admits of no doubt, and appears extremely probable. If Colonel Meigs has made his report to the Department, which I must in reason suppose he has done, and upon this particular case, and before this time, upon this report would I mainly rely. I think it will be conclusive with the Department that the Indian in question is not the head of a Creek family, as contemplated by the treaty, *feme sole*, living under the paternal roof, and under twenty years of age at the time of the treaty. Colonel Abert further states "that the right of the Indian can be sustained from the sanction of the census agent, the sanction of the locating agent, and the sanction of the certifying agent;" and against all of these he says you have the bare assertion of a disappointed individual; but against all of these I will confront him with a host of testimony whose reputation for probity and standing is far above suspicion, and, by-the-by, has a better right to know of the right of this Indian to a location than many of the gentlemen who have acted as the agents of the Government. He speaks of a strong feeling of interest being brought into action with reference to the pre-emption law, to bias my judgment in this case; to which objection I can safely state that not one of the persons who testified on that occasion has any right or thought of being benefited by the pre-emption act; and with regard to the "shocking abuses to which attention to business of this nature will inevitably lead," &c., with such unpardonable complaints the Department may be better acquainted than I am. For myself I believe my own is a righteous appeal to the proper authority. In a word, if Colonel Meigs has not made his report to the Department, please to inform me, and I will make you out another statement of proofs which I am sure will be satisfactory, and all to the same effect of the first.

I am, with the highest respect,

Your most humble servant,

L. W. HARRIS.
Colonel Abert has nothing further to report on the case alluded to by Mr. Harris. He has no doubt of the sincerity of Mr. Harris's impressions, but he still thinks the right of the Indian to have been properly established; and, even if it were doubtful, that humanity should lean in favor of the Indian's claim. The United States is the only loser, if the claim is not rigidly correct.

February 5, 1835.

MARDISVILLE, ALABAMA, February 7, 1835.

Sir: On the 1st day of February, instant, a deed for the conveyance of the west half of section nine, township nineteen, range five east, in the Coosa land district, was certified to Colonel Thomas McEldry. This land was sold by Le-o-geye, a female of the Creek tribe of Indians, numbered on the Talladega roll 48. This Indian has been cheated out of her land, not by Colonel McEldry, who is an honorable, high-minded gentleman, but by Mr. Casey, who, by wilful misrepresentation, induced the Indian to sell to him, and to sell for a price less than one-third of the actual value. The contract was certified in the name of Colonel McEldry, who furnished the purchase-money, but had no hand in making the contract. The contract was founded upon misrepresentation—ingenious, premeditated misrepresentation, and is a base fraud practised upon the ignorant and unsuspecting Indian. The purchase-money paid by McEldry was $310; the land can be sold to-day for $1,000. The purchase-money has been tendered to McEldry. Every reckless character in the country is busily engaged in making contracts. I think I hazard nothing when I assure you that, in near one-third of the contracts that are made at this time, the Indians are either wheedled out of their lands by misrepresentation, or forced unwillingly to sell, by threats of personal violence. It is the policy of the Government that the Indians should sell and emigrate, but men should not be permitted to cheat them out of their lands.

Please retain the deed above alluded to, until the proof can be submitted.

Your obedient servant,

W. P. CHILTON,
Plaintiff's attorney.

Hon. E. HERRING,
Comm'r Indian Affairs.

CHAMBERS COUNTY,
February 12, 1835.

Sir: Owing to some frauds that have been practised upon me, I have not forwarded any contracts for some time: wishing to trouble the Department as little as possible, I retained them until I could correct them. I have forwarded for your inspection four packages of certified contracts, with twenty-five in each package. I received your letter a few days since, in which you stated it was the opinion of the Department that it was not necessary to certify more than one week in a month. I think
the Department is not aware of the general state of affairs here at this
time. There has been a number of contracts certified, to in the last three
weeks, and general disposition of the Indians to sell out. It is impos­
sible for an agent to do the business in that time. Furthermore, an In­
dian is not like a white man, to be regulated to do business at given
times; neither can they be drove like swine, but you must calmly wait
their own time, and bring them up whenever the spirit moves them. The
very plan you have suggested will retard the business, and thwart
the designs of the Government in getting the Indians off. I shall continue
to certify as usual until I hear from you again. In a few days I shall
forward a number more of contracts.
You will do me a favor if you will have a warrant sent on in my favor
up to the present time, which will be upwards of thirteen hundred dol­
lars for myself and interpreter.

Very respectfully, sir,
Your obedient servant,
ROBERT W. MCHENRY.

E. HERRING, Esq.,
Agent of Indian Affairs.

TALLADEGA, February 26, 1835.

DEAR Sir: I am advised a contract from Hogilis Ahena-haw, a
creek Indian, to Anéil Sawyer, has been certified and forwarded to the
President for his approbation, for the east half of section four, in town­
ship nineteen, range five east. A Mr. John Jones, who is and has been
for some years a settler on the land, has employed me to aid him in the
assertion of his right; and for that purpose a bill in equity will be im­
mediately filed and proof taken to show the fraud of the adverse claim,
and the purchasers participation therein. If the action of the President
has not already superseded the instruction of testimony, permit me to
suggest the propriety of delay until the bill answers and proof can be
submitted. Owing to the situation of things in this country at present,
proof cannot be fully obtained until the aid of a court is obtained. If a
view of the facts presented in the bill will be esteemed necess a.rr,
the same will be forwarded on advising that the same is desired.

I have the honor to be, sir,
Your obedient servant,
P. PARSONS.

TUCKABATCHEE Town, March 16, 1835.

We, whose names are hereunto subscribed, being head chiefs of the
Creek nation, humbly petition your intervention to stop fraud being prac­
tised upon our people. It has become notorious that we are daily having
our lands stolen from us by designing white people. The Indians living
on the east side of the nation have long since disposed of their lands, and
are now following the agents in our section of country, with a band of
white speculators, claiming other Indians' names, and having undisposed lands certified to. This course of conduct has been introduced about twenty days ago, and has succeeded in getting all unsold land, except such of the Indians as the agent is personally acquainted with. A number of our people have died since being located; all such cases are stolen by living Indians, by the influence of white men. We believe, without your interference, justice will not be had. We pledge ourselves that every statement here made can be established by disinterested white people. During the last ten days we have no doubt of hundreds of Indians' names having been stolen and certified to, when the right owners were at home and knew nothing of such contracts. We now humbly beg for an investigation to be had, and that the white people making such purchases be requested to produce the Indian before the agent, so that such Indians having a just right may have an opportunity of establishing his just claim. This course will bring round an opportunity of introducing correct proof. We find that such Indians as are stealing get but a small pittance in comparison to the fair value; for the land is certified to any large price, and the money immediately taken from them, telling the Indian that it is likely the contract will not be approved of. We sincerely petition you to adopt some plan whereby justice may be had. We ever pray; &c.

P.S. When at Washington, in our last talk, we promised you to visit the west, to hunt a country; we have done so, just returned, and called our people together, to meet in two days from to-day, when we will report to you.

Your red brothers,

Hopoeth Yobolo, his x mark.
Yeung King, his x mark.
Puskeneah-hah, his x mark.
Little Doctor, his x mark.
Fosachi Micco, his x mark.
Lattah Micco, his x mark.
Old King, or Micco Oboy, his x mark.

Hon. Secretary of War.

Cawossanda, March 23, 1835.

Our Dear Brothers: We, the undersigned, chiefs and head men of the Creek tribe of Indians residing east of the Mississippi river, in general council assembled, deem it due to ourselves, to you, and to our people, to make known to you the situation in which some of us, and many of our people, have been placed, by frauds which have been practised upon us in the certification of contracts for land. We had fondly hoped, sir, that after we had sold our territory to the United States, reserving our humble homes, that we should have been permitted to enjoy them unmolested, or, at least, if we should be compelled to sell them, the small pittance arising from the sale should belong to us and to our children; but, sir, in this we have been mistaken. We were informed by our great father, at the time we entered into the treaty by which we sold our country, that, when we should sell our reservations, he would appoint
men to superintend the sale of them, who were too high-minded and honorable, and too far removed from vulgar prejudice and sordid attachment, to countenance, in the smallest degree, any fraud that might be attempted to be practised upon us; and, in order to consummate this promise, you, sir, was selected as one of these men. We, sir, were pleased with your appointment, and yet esteem you as a man who desires to do us justice; but we must assure you, in the language of respectful friendship, that the course recently pursued at your office is such as meets our disapprobation, and is calculated to oppress and ruin some of our people. We write this, therefore, to you, not to censure you, but to apprise you of facts which we are bound, in justice to ourselves, to communicate. The cause of our complaints are the following: We learn that almost all the land in your certifying district has been sold, and what is not sold is protested; that is, some person has purchased, and has not brought forward the reservee for certification. Now, sir, we assure you of the fact, there have been at least one-third of the contracts for the sale of land in the town of Tuckabatchee, Tlbo,cllocko, or James Boy, Cluwalie, Ufaula, Talasee, and Otocosee, that are fraudulent, and the land certified to the wrong Indian: there are also many other contracts of a similar character in other towns. We wish not to be understood as charging you with having wilfully certified to wrong Indians, although a voice of a part of the community cries out against you; we only wish to state those frauds do exist, and to excite you to vigilance and perseverance in detecting them. In what kind of predicament, sir, are we placed? An Indian, sir, who has sold his land at the instance of some fiendish designing scoundrel, comes before you, and claims the name of another Indian to whom the land rightfully belongs; the money is forthwith given up to the purchaser, save that portion which was to be given to the Indian as the premium for his rascality. In this way, sir, a few hundred dollars and four or five Indians could sell all the land in the Creek purchase; and we know, in this way, hundreds of contracts have been made. The homes which have been rendered valuable by the labor of our hands, are torn from us by a combination of designing speculators, who haunt your office, and who, like the man among the tombs, are so fierce that no one can pass that way. The helpless widow and orphan, the aged and infirm father, are alike the victims of their cupidity. Sir, we have borne with this oppression until forbearance has ceased to be a virtue; and we are determined to speak out, let the consequences be as they may. While we have been at home preparing something for our dependent families to subsist upon, other Indians have sold our homes, our all, the only means of our support; and when we have applied to you for redress, what has most frequently been the result? Why, sir, that you would inquire into the matter. You place the burden of proof upon us; you exclude the testimony of our people, the only persons who can know much satisfactorily in relation to our claims. We are required to prove a negative, that we have not been the person who sold; all of which, we assert, is oppressive; and although we have the charity to believe that you do not design these things to injure us, yet we must state that, if persisted in, they will work our destruction. But worse than all this, and more to be regretted, is the fact that, through fear of the merciless horde who surround your office, our people cannot speak to you in defence of their just rights, without subjecting themselves
Sir, we again repeat that we believe you are inclined to do us justice, and, under this belief, we rest satisfied that you will adopt some speedy and efficient means of detecting and exposing to the world the base frauds which have been practised upon yourself and us; and, in conclusion, we would humbly suggest that the deeds which have been lately certified by you, say within the last thirty or forty days, be retained, and that they undergo an investigation; and that hereafter the purchaser or his agent be required, as is done elsewhere, to make oath that he believes the Indian from whom he has purchased is the Indian located on the land sought to be purchased from him.

We have thought that the condition in which our people have been placed require that we talk thus plainly to you; and in order more effectually to secure the protection desired, we have sent a communication similar to this to the President of the United States, our great father.

We are, sir, your red brothers,

Hopoeth Yoholo, his x mark.
Little Doctor, his x mark.
Tuskeneah-hah, his x mark.
Cosa Tustun Nuckee, his x mark.
Cosa Fixico, his x mark.
Tuscono Hadjo, his x mark.
Tustun Nuckee Emattoo, his x mark.
Opay Fixico, his x mark.
Abeholock Hadjo, his x mark.
Nomotto Hadjo, his x mark.
Bochah Hadjo, his x mark.
William McGibby, his x mark.
Ah-chully Hadjo, his x mark.
Tuskeneah-hah, of Reclija, his x mark.
Ositch Fixico, his x mark.
Ablock Hadjo, his x mark.
Nah-bock Fixico, his x mark.
Fosach Fixico, his x mark.

In presence of—
John H. Broadnax,
Baron Dubois.

Tuckabatchee, March 24, 1835.

Sir: On my arrival at Talasa, and after I had left the council at Coosawder, the enclosed was put into my hands. I confess I was not pleased at the chiefs making me the medium of their communications in relation to the conduct of Dr. McHenry as certifying agent. I have always entertained the highest opinion of the integrity and honesty of Dr. McHenry; and that he has and will pursue a high-minded and honorable course is still my opinion; yet, if the complaints of the Indians, and common report among the whites, can be relied on, frauds have been practised upon him to a great extent, perhaps to a much greater extent than they have upon me; but, with all the vigilance I have been enabled to use, they have, to some extent, been practised upon me; and, if the same
number of contracts had been certified by me, I am not sure that frauds to a great extent might not have been practised upon me. I believe that there is an organized plan of operations to deceive the agents, and to introduce the wrong Indian to certify or approve contracts. I require purchasers or their agents, buying Indian reservations, to swear that they believe the Indian they introduce is the identical one located on the land they are about to purchase; but if any better plan can be adopted, to prevent fraud in the sales of these lands, than has already been adopted under the regulations adopted by the President for our government, I will most cheerfully submit to it. It is extremely difficult to get the parties again before the agent after a contract has been approved of, as the agents have no means to compel the attendance of witnesses when contracts have been impeached. Should the President suspend the approval of contracts, and institute some more efficient mode of detecting the frauds which have been committed, all the means in my power shall be afforded to detect frauds committed in my office by the purchasers of Indian reservations, or the Indians selling the same.

From all I could learn at the council, I have no doubt but the chiefs are anxious to send a delegation to Washington, to enter into some arrangements with the Government in relation to their emigrating beyond the Mississippi, and for other purposes.

I am, sir, very respectfully,
Your most obedient servant,

LEONARD TARRANT.

ELBERT HERRING, Esq.,
Office Ind. Affairs, Washington city.

To the honorable Leonard Tarrant, subagent for the eastern Creeks:

We, the chiefs and head men of the Creek tribe, assembled at Cokawda, &c., in view of the many frauds which have been practised upon us in the purchase of our lands, have thought proper, in order to arrest them, to write to the certifying agent, Dr. McHenry, a copy of which letter, together with our answer to the Secretary of War relative to the complaints of the citizens of Georgia, we herewith enclose to you.

We wish you to forward on those communications, and to advise us as to the result of our petition for protection in this matter to the Government.

All the aid you can afford us will thankfully be received, and we would be glad if you would represent our situation to the Department, in order that our complaints should be attended to.

We are, very respectfully,

Opoeth Yobolo, his x mark.
Tuskenashhat, his x mark.
Little Doctor, his x mark.
Cosu Tokennuske, his x mark.
Tuskono Hadjo, his x mark.
William McGelbry, his x mark.

In presence of—
M. H. BROADNAX,
W. P. CHILTON.
Sir: General J. W. F. Sanford gave me up his books on the 23d instant. There are but a few contracts remaining uncertified to on his books. I wish you to retain the last packages of certified Creek contracts for a short time, for I have no doubt that the wrong Indian has been introduced and certified to in several instances. I have a number of certified contracts remaining in my own hands, which I shall investigate. I have never seen corruption carried on in such perfection in all my life before. A number of the land purchasers think it rather an honor than a dishonor to defraud an Indian out of his land; and if the agent cannot detect the fraud in passing the contract, he cannot prescribe an oath which they will not take. I do not wish you to understand that all the purchasers are so corrupt; for I believe, in many instances, the purchaser has bought, as he believed, from the right Indian; for you find them roving all over the country, assuming different names, and selling lands which do not belong to them, and make it a matter of speculation.

If the proper course be pursued this season by the emigrating agent, I think a thousand or fifteen hundred Indians will go to Arkansas. My own opinion is, if the Government would pay off the annuity immediately, and insinuate to the head chiefs that it was the last that would be paid off here, they would emigrate in a mass.

Very respectfully, sir,

Your obedient servant,

ROBERT W. MCENRY.

MARDISVILLE, ALABAMA,
March 26, 1835.

Sir: Enclosed is the evidence in relation to the mistake which occurred in the locations of the Econautske town of Indians. It seems that A. Q. Nicks located John Riley, whose number is 39, on the Ekunatske roll, on the west 13, 19, 7, when it should have been on the west 24, 19, 7; and Albetter Hadjo, whose number is 40 on the same roll, on the east 14, 19, 7, when it should have been the east 23, 19, 7. I have no doubt but that these locations ought to be corrected. These Indians wish to sell, but cannot until these changes are approved of.

I am, sir, your obedient servant,

LEONARD TARRANT.

To E. HERRING, Esq.,
Office Indian Affairs, Washington city, D. C.

I, R. G. Ferguson, a former locating agent of the Creek Indians, do certify that I did, sometime in the month of September, say the 23d, 1834, go to the Econautske town of Indians, and particularly examine the location of John Riley or Piley, as entered on the census-roll by.
number (39) thirty-nine, and found, upon examination of the list, that he, Riley or Piley, was located on the west half of section 13, township 19, range 7, east, in the Coosa land district, which half section includes no part of his farm nor houses; and was informed by A. Q. Nicks, who located said Indian, that his intention was to locate him on the west half of section 24, township 19, range 7, which includes his farm, but the stake being turned, caused the mistake.

Also, I examined Albotter Hadjo, who was located on the east half of section 14, township 19, range 7, which includes no part of his farm nor houses; but by locating him on the east half section 23, township 19, range 7, which, by doing so, will include his farm and houses; also John Riley's or Piley's houses, which was the consent of the Indians above named at the time they were located by A. Q. Nicks, as I have been informed. Also, I believe there are no other Indians living on the other places named, nor have the other Indians any improvement of said lands that includes Riley's or Piley's possessions or Albotter Hadjo's.

R. G. FERGUSON.

STATE OF ALABAMA,
Talladega County.

R. G. FERGUSON.

Personally appeared before me, Allen Elston, an acting justice of the peace in and for the county aforesaid, Elijah C. Walker and Robert G. Ferguson, who, after being duly sworn according to law, deploeth and saith that they have particularly examined the location of John Riley or Piley, whose name stands on the census-roll of the Ekonautchky town of Indians, by number (39) thirty-nine, and who was located on the west half of section 13, township 19, and range 7, which location includes neither his houses nor farm; but by locating him, Riley or Piley, on the west half of section 24, will include his farm, giving his houses to Albotter Hadjo, another Indian; and at the time of locating, A. Q. Nicks, the locater, says that his intention was to give Riley or Piley his farm, giving Albotter Hadjo Riley's houses, which was the agreement between the Indians as interpreted at the time of locating to him, A. Q. Nicks. Also, that Albotter Hadjo was located at the same time, on the east half of section 14, township 19, and range 7, which includes no part of his farm; but by locating him, Albotter Hadjo, on the east half of section 23, township 19, and range 7, will include his houses and farm.

E. C. WALKER,
R. G. FERGUSON.

Sworn to and subscribed before me,
ALLEN ELSTON,
Justice of the Peace.

STATE OF ALABAMA,
Macon County, March 27, 1835.

DEAR SIR: I have been requested by the principal chiefs of the Thlobo Thlocko town to write you respecting their lands: the speculators have
personated Indians, and their lands are nearly all taken, and it appears that it is very hard to detect the fraud; and there are so many concerned, that it is almost impossible to detect. It is ridiculous to see how the poor ignorant people are cheated out of their lands. It is enough to buy their lands, and then cheat them out of their money. They now take up an Indian before the agent, and assume the name of another, and have his land certified to in the name of the proper Indian; and there are so many concerned in it, that it is difficult for the certifying agent to detect it. I send you a number of names from the above-named town, enclosed with these lines, that has been taken. There has been a number of deceased Indians that they have personated, and had the land certified. I, myself, acting as judge of the county court of the above-named county, have granted letters of administration on all the deceased. I would take it as a singular favor if you will give me some instruction respecting them that are deceased. I would suggest to you, that I am of the opinion that there could be a better chance in our own courts to detect fraud, by a jury. It is shocking to see so much fraud practised throughout the nation.

Though unknown to you, I will refer you to Governors Gale, Clay, and Mardis, for my character. I can justify what I have written, by all disinterested persons in our county.

Write the first opportunity occurs: direct your letter to Pole-cat, Macon county, State of Alabama.

I am, sir, with due respect,

J. P. CLOUGH.

Thlob Thlocko town.

Slothemicco, Ochure,
Hospoco Micco, Nehawmae Tueke,
Tallis Micco, Pohes Tollar,
Hillis Hoggo, Oseche Emathlar,
Talthle Maggo, Passachee,
Tulge Hojgo, Nehar Topco Hojgo,
Nea Tojgo, Patalar,
Osuch Fixico, Slowetetae,
Ollesaholow, Oak Fisky Hojgo,
Ematehu, Comp Hojgo,
Msee Oollo, Polly Gabsby,
Woxe Hollow, Sophyiliga,
Emathla Chuna, Tally Hojgo,
Talmaches Fixico, Noholochhojgo,
Spokekobolo, Opothlehollow,
Chlewhehojo, Walktohollow,
Kuhaw, Choe Mathlar,
Conchollyhobs, Tussuchsehollow,
Miatta, Tushunuggy,
Nehematklothborce, Stineneco Cuply,
Stineclockogy, Tawgiholla,
Sewdackey, Nichabloe Tunilac,
Emath Hajo, Nocushjojg,
Noco Mallar, Talessa Opothra,
Ocolopeholla,  
Consathojgo,  
Ewfawley,  
Ocehewyhollo,  
Sedenhojgo,  
Sotachhojg, 
Tenholly Hojgo,  
Oakfisky Hojgo,  
Cesahopothly,  
Shanny Fixico,  
Hoby Hojgo,  
Tallessahollow,  
Sennoy,  
Medga,  
Togohollo.

COLUMBUS, GEORGIA.  
April 7, 1835.

SIR: Some few of the Indians that emigrated with Chilly McIntosh have returned to this country with Chilly McIntosh’s brother, and wish to confirm the contract made with Colonel Milton and John Fontain. Young Mr. McIntosh has also got a power of attorney to act for a number of the others.

I wish you to write me a letter of advice upon the subject.

Very respectfully, sir,
Your obedient servant,
ROBERT W. Mchenry.

Hon. Lewis Cass,  
Secretary of War, Washington city.

COLUMBUS, GEORGIA,  
April 7, 1835.

SIR: A resolution passed the Senate in Congress last session, requiring all the letters and communications from the certifying agents, locating agents, and registers and receivers of the different land offices in the United States, to be published.

In March, if I mistake not, 1834, I wrote you a letter respecting the firm of Doyle, Islands, and Strowd, in which I stated that I thought it was the design of the company to defraud the Indians. I stated facts and circumstances which took place, that led me to that belief; they took back the money and which was a fact, but they gave the Indians their notes for the amount, and they have since that time, when called upon by the Indians, paid them off honorably; a number of their Indians have bought horses and negroes, and gave drafts or orders upon the company, which have always been promptly attended to, so far as it came under my knowledge. I live in their neighborhood, and frequently see their transactions with the Indians. I have thought it my duty to write this letter for the purpose of removing any prejudice that might rest upon them.

Very respectfully, sir,
Your obedient servant,
ROBERT W. Mchenry.

Hon. Lewis Cass,  
Secretary of War, Washington city.
CREEK NATION, STATE OF ALABAMA,
April 7, 1835.

Sir: Permit me to claim your attention for a moment to the treatment which a portion of the Creek Indians east of the Mississippi have lately received by the selling and certifying their reservations by other Indians, before the agent of the Government. I am of those who have always believed that the interest of the Indian required his removal, when disposed to part with their homes here. I have always been willing that they should do, but for the last five or six weeks it seems to have been the regulated business and settled practice of a horde of speculators to crowd the office of the certifying agent, and to introduce Indians who have long since sold their own homes, to sell and dispose of those of others; to such an extent has this practice been commenced, within the period above alluded to, that, from my knowledge of the Indians, and the best information I have been able to learn, I do not believe that one-fifth of the contracts certified to within that period have been made by the proper owner of the reservation; and which is still more, the poor Indian who is the instrument of this fraud on his fellow-countrymen, receives some five or six dollars, the bribe for the part he acts, and, by previous contract, returns to the purchaser the small sum paid in the presence of the agent. Thus many of the most valuable reservations allotted to Creek Indians have been sold for a mere song, without the knowledge, and, of course, against the consent of the owner.

The extent to which this practice has been carried is truly alarming; many hundreds have been deprived of their homes, and a very large portion of this desirable country is gone or will go into the hands of those of all others who are the least entitled, unless this stupendous fraud is ousted by the power of approval vested in the President by the treaty. I know it is impossible for the Government to protect the poor Indian from every species of fraud, but this is one of a character so base, so extensive, and its existence and constant practice of late so notorious, that it certainly deserves your most serious attention. It is one which you alone can crush. I hope you will excuse me for addressing you on this subject. It is well known to you that I have resided amongst these people constantly for the last thirty-five or forty years. I have received kind and hospitable treatment at their hands, and would be guilty of the basest ingratitude were I not to raise my voice, (however feeble,) in their behalf, when so outrageously imposed on by designing white men. I feel myself the more sustained in the liberty which I have taken, from a thorough conviction of your disposition to do every individual, no matter how poor and humble, ample justice.

Very respectfully,
Your obedient servant,

N. DOYLE.

The State of Alabama,

in Chambers county.

THE STATE OF ALABAMA,

Circuit court, April term, 1835.

The grand jurors of the State of Alabama, sworn and charged to inquire for the body of Chambers county, on their oaths present that Hen-
ry C. Bird, on the sixth day of April, in the year of our Lord one thousand eight hundred and thirty-five, in the county aforesaid, then being a justice of the peace of said State and county, and by virtue of his said office of justice of the peace as aforesaid, having the right to administer oaths and to take affidavits, did take the affidavit of Alexander P. Robinson, in the following words, to wit:

"The State of Alabama, ——— county:

"Personally appeared before me ——— a judge of the county of ——— of the State of Alabama, the said the particulars of the within named, and being duly sworn, deposeth and saith that the amount of ——— dollars, being the consideration money for the said tract of land is correct, as stated in the within contract, and that the amount of ——— dollars, acknowledged to have been received by the said ——— was actually paid by him as stated in the within contract. And the deponent saith further that he believes the Indian introduced before the agent to be the rightful holder of the land described in the within deed;"—leaving in said affidavit a blank space below the word "dollars," and blank space before the word "dollars" in the second place where it occurs in said affidavit; and a blank space below the words "said" and "was," where they occur in said affidavit, with the unlawful intention that any named sum of dollars should be inserted in the first and second blanks as aforesaid; and the name of any Indian whatever in the third blank space in said affidavit as aforesaid. And the jurors aforesaid, on their oaths aforesaid, do further present, that the said Henry C. Bird, on the sixth day of April, in the year of our Lord one thousand eight hundred and thirty-five, then being an acting justice of the peace of said State and county, did, by virtue of his said office, take the affidavit of Alexander J. Robinson, in the following words, to wit:

"The State of Alabama, Chambers county:

"Personally appeared before Henry C. Bird, a justice of the peace of the State of Alabama, the said Alexander J. Robinson, the purchaser within named, and being duly sworn, deposeth and saith that the amount of ——— dollars, being the consideration money for the said tract of land is correct, as stated in the within contract, and that the amount of ——— dollars acknowledged to have been received by the said ——— was actually paid by him as stated in the within contract; and the deponent saith further, that he believes the Indian introduced before the agent to be the rightful holder of the land described in the within deed;—leaving in said affidavit a blank space below the word "dollars," where it first occurs in said affidavit, and blank space before the word "dollars" in the second place where it occurs in said affidavit; and a blank space below the words "said" and "was," where they occur in said affidavit, with the unlawful intention that any named sum of dollars should be inserted in the first and second blanks as aforesaid; and the name of any Indian whatever in the third blank space in said affidavit as aforesaid. And the jurors aforesaid, on their oaths aforesaid, do further present, that the said Henry C. Bird, in the county aforesaid, being such justice as aforesaid, did unlawfully and corruptly certify, as such justice as aforesaid, that the said affidavit, with the blanks as aforesaid, had been signed, acknowledged, and sworn to, before him, the said Henry C. Bird, on the third day of April, in the year eighteen hundred and thirty-five, with the intention that the said blanks might be filled as aforesaid, contrary to his duty of justice of the peace as aforesaid, and against the peace and dignity of the State of Alabama. And the jurors aforesaid, on their oaths
aforesaid, do further present, that the said Henry C. Bird, on the sixth
day of April, in the year of our Lord one thousand eight hundred and
thirty-five, at, to wit, in the county aforesaid, then being a justice of the
peace for said county and State, did certify under his hand and in the
capacity of justice of the peace as aforesaid, in the following words and
figures, to wit:

"THE STATE OF ALABAMA, — county:

"Personally appeared before me, a judge of the county of —— of the
State of Alabama, the said —— the purchaser within named, and be-
ing duly sworn, deposeth and saith that the amount of —— dollars,
being the consideration money for the said tract of land is correct as
stated in the within contract, and that the amount of dollars ac-
knowledged to have been received by the said —— was actually paid
by him as stated in the within contract; and the deponent saith further,
that he believes the Indian introduced before the agent to be the right-
ful holder of the land described in the within deed.

"Signed, acknowledged, and sworn to, this 3d day of April, 1835,

"HENRY C. BIRD, J. P."

And the jurors aforesaid, on their oaths aforesaid, do further present
that the said Henry C. Bird, in the administering the said affidavit, ex-
cepted the following part of the said affidavit, to wit: "and the de-
ponent saith further that he believes the Indian introduced before the
agent to be the rightful holder of the land described in the within deed;"
and that the person to whom the said affidavit was read, and to whom
the oath was administered by the said Henry C. Bird, to wit, Alexander
J. Robinson, refused to swear the fact that he "believed the Indian in-
troduced before the agent to be the rightful holder of the land described
in the within deed." And that they, the said jurors, further present on
their oaths aforesaid, that notwithstanding such refusal and exception as
aforesaid, the said Henry C. Bird did, in his capacity of justice as afores-
said, falsely certify that the said Alexander J. Robinson had signed, ac-
knowledged, and sworn to the affidavit as aforesaid, without erasing from
said affidavit the exception made as aforesaid, contrary to his duty as
said justice of the peace, and against the peace and dignity of the State
of Alabama. And the jurors aforesaid, on their oaths aforesaid, do fur-
ther present that the said Henry C. Bird, on the third day of April, at, to
wit, in the county aforesaid, then being a justice of the peace of the said
State and county, did, in his capacity of justice as aforesaid, certify and
sign his name to the following instrument, to wit:

"THE STATE OF ALABAMA, — county:

"Personally appeared before me, a judge of the county of —— of the
State of Alabama, the said —— the said purchaser within named, and
being duly sworn, deposeth and saith that the amount of dollars, being
the consideration for the said tract of land, is correct, as stated in the
within contract, and that the amount of dollars acknowledged above had
been received by the said —— was actually received by him as stated
in the within contract; and the deponent saith further that he believes
the Indian introduced before the agent to be the rightful holder of the
land described in the within deed.

"Signed, acknowledged, and sworn to, before me, this ——— day of
———, 1835.

"HENRY C. BIRD, J.P."

And the jurors aforesaid, on their oaths aforesaid, do further present
that the said Henry C. Bird, then being a justice, did wickedly and cor­
cuptly, falsely, and by virtue of his office as justice as aforesaid, cer­
tify that the said affidavit as aforesaid, had been sworn to before him as
a justice as aforesaid, when in truth no oath had been administered
or affidavit made, contrary to his duty as justice of the peace as aforesaid, and against the peace and dignity of the State of Alabama.

GEORGE D. SHORTRIDGE,
Solicitor of the 8th circuit.

DEAR SIR: Being a citizen of this county, and having a good oppor­
tunity of seeing frauds lately practised on the Indians in the method
pursued to obtain their lands, I feel it a duty incumbent on me to make
some statements to you respecting this business, believing that the Gov­
ernment, when convinced of the facts, will pursue such a course as will
shield the innocent, and expose the base and foul designing man who,
for profit alone, is willing to thus deprive the poor man of his home. For
the last two months, I have been a good deal of my time about Dr.
McHenry's office, and know a great many Indians in this country; and
I have seen at least one hundred cases of fraudulent contracts certified, and I do know that the real owner is not brought up more than one time out of twenty. It has become so common that the real owner of the land is almost ceased to be sought for. We daily see hundreds of Indians marched to the office, and the numbers of good land drawn off from the book. They drill their Indians to assume the name of the real owner, and thus rob him of his home. The lands, so soon as certified, become the property of the speculator, free of any expense except the small sum paid to the Indian as a reward for villany. In this way I have witnessed one Indian sell three or four different reservations.

It is true we wish to get rid of the Indian population, as they constitute a portion of our society by no means desirable; but this manner we never can countenance, and when fairly brought before you, I have no doubt will meet your disapprobation.

The first course pursued by Dr. McHenry, in case an Indian’s land was stolen, met our best wishes. That was, where a contract was contested, he again caused the parties to bring up the Indian, and the real being present, he could easily say was the owner; but he has ceased to make the buyer of a stolen contract bring up his Indian, and requires the real owner to prove that he has not sold. And as he keeps no entry of dates it is hard to ascertain when the land was certified, as the bonds no evidence, for I have seen them dated twelve months back. This course, if persisted in, we must think oppressive.

Some few cases where whites are living among the Indians, they can identify at most any day some few cases. I have witnessed, where the day was ascertained that the land was certified, and the Indian proved to Dr. McHenry’s satisfaction, as he said, that his land was stolen. He has put off these cases from one time to another, holding the Indian in suspense, and has sent those bonds for your approval. As he refuses to show them, and has now gone off for four weeks, and it is generally believed he is absent to avoid an investigation, and we fear if something is not done immediately these contracts will be approved before you are apprized of the facts.

Mr. H. C. Bird, the magistrate, whose name appears to many of their contracts, has signed many of their blank affidavits without even swearing the parties: he has sworn them to a part of the affidavit, let them except part, and sign the whole affidavit, without erasing the part excepted. These circumstances all go to show there is fraud. And if your approval is withheld from all contracts certified in this district for the last two months, until the Indian can have a chance for investigation, you will render immense benefit to the Indians.

Yours, respectfully,

CHARLES McLEMORE.

To the President of the United States.

CHAMBERS COUNTY, ALABAMA, April 8, 1835.

Sir: We, the undersigned, citizens of the county of Chambers, in the State of Alabama, under existing circumstances, feel constrained, from a
regard for themselves and for the principles of justice, to address you on
the subject of the manner in which a portion of the Creek Indians, east
of the Mississippi river, have been and are now deprived of their reser­
vations. We are satisfied that the President would not permit those
individuals to be thus deprived of the small pittance allowed them by
the last treaty with our Government, by the artifice and intrigues of a com­
bination of speculators, were he apprized that such was the fact. Our
proximity to the office of one of the certifying agents, which is located
in this county, enables us to speak from observation and indisputable
authority of the manner in which the Indians have been stripped of their
small estate, by imposition practised on the agent, by introducing before
him the improper Indian. Thus situated, a due respect for ourselves
and for the character of our community, as well as a desire that justice
should be done to the poorest and most humble individual, imperiously
require that we should apprize you of the manner in which they have
been treated, and request that you would exercise a prerogative, most
fortunately granted you in the treaty with those people, of withholding
your approval of all contracts made and certified to since the commence­
ment of the fraudulent practices before alluded to, which, from the best
information in the possession of the undersigned, was about the 18th of
February last. It is not pretended that none of the contracts certified
to by the agent for this district, since the aforesaid period, are fair and
bona fide, but it is asserted and believed that the proportion which they
bear to the great mass of those that are fraudulent and forged, is so small
as to render the distinction of the latter class much more desirable than
the preservation of the former. Since that period, they have no hesitation
in saying that, by fraudulent and false representations to the agent, and
personifying the true and proper holder to the location, by introducing
another and totally different Indian, a most perfect system of swindling
has been carried on, by which hundreds of the people have, within a few
weeks past, been deprived, without their knowledge, and, of course,
without their consent, of their homes, secured to them by the solemn
obligations of a treaty. In this way many of the most valuable reserva­
tions in the Creek country have been certified to, without any consider­
ation whatever passing to the proper owner, and, in fact, none to any
one, save the small bribe to the Indian who personates another; for the
same sum paid before the agent, so soon as the parties pass from his im­
mediate presence, is taken from the Indian introduced, and made a fund
for further and similar operations. Thus it has become, since the period
before alluded to, a regular business, not more distinguished for its base­
ness and corruption than for the boldness with which it is carried into
execution. Justice requires your interposition to prevent injury which
these ignorant and helpless people must otherwise sustain. There is a
view of this matter, which, apart from the injustice it works to the In­
dian, renders your interference important to your memorialists. It is
highly desirable that these people should emigrate as early as possible:
and it is very evident that their late treatment will have the effect of
continuing them here much longer than they would otherwise remain.
They have already, in many instances, (and it is, no doubt, a general
feeling,) declared their settled determination to remain until their father,
the President, restores to them their homes; and they will do so until it
is done, or their patience exhausted, their hopes vanished, and their confidence in the justice of the Government totally destroyed. May not such a course of things drive some of those people into a state of desperation, fatal to the peace and safety of the community in which they may happen to live?

Again: the titles to land thus procured can never be settled and secure. It must be the source of endless litigation, in which the innocent, in all probability, will most frequently suffer. It must produce, for years to come, in our community, a state of commotion and disquietude greatly to be deplored, and the consequences of which can be as easily imagined by yourself as detailed by your memorialists. The facts stated are susceptible of the clearest and most indisputable proof, should they be deemed of sufficient importance to attract your attention, or justify an investigation. And your memorialists have taken the liberty, for reasons before stated, to suggest them, relying with the utmost confidence in the entire disposition of the President to do their people every justice in his power.

Charles McLemore
Louis McIntosh
George W. Gafford
Richard B. Haden
Cary Cox
Charles Smith
T. M. Simms
Elisha Ray
John McQueen
Hardy Jones, jr.
Eaton Bass
A. R. Beall
N. Phillips
John Farley
Henry Williamson
James T. Livingston
James M. Lyon
Nathan H. Green
Greenler Holley
Alexander Wadford
Lemuel Gresham
Enoch Fagan
James McDonald
Obadiah Herre
Jos. Julianus
F. A. Smith
Jeremiah Gafford
Thomas C. Russell
Silas Holtzclaw
H. T. Dawson
Basil Taylor
Mashack Maddox
Samuel Thompson
John C. Dunn
W. W. Carlisle
John J. Williams
A. Seal
E. Henry
E. Biler
L. B. Robertson
Jerry Driver
Wm. L. Crayton
A. Finley
S. W. Clements
D. M. Anderson
Samuel J. R. Moss
Andrew T. Moss
G. D. Asby
James G. Jones
William Akins
Edmund Hanley
Johnson Powell
William Giddens
William C. House.

To the President of the United States.

CHAMBERS COUNTY, ALABAMA,
April 8, 1835.

I have been present at the office of the certifying agent in this county for this district a greater portion of the time that the agent was engaged in certifying for the last four or five weeks. From what I saw with my own eyes, I am thoroughly convinced that the practice of introducing before the agent an Indian bribed and trained to personate and claim the name of the proper holder of the location, has, for the last five or six weeks, been, with a few exceptions, the only mode of buying land and certifying contracts made for reservations. I have no hesitation in saying
that I believe that not more than one-fifth of the contracts certified whilst I was present was made with the proper Indian. In fact it was not pretended by those purchasing in that way, out of the presence of the agent, that the Indian introduced was the holder of the location; and, in many instances, their success in imposing on the agent was the subject of boasting and triumph. The impositions practised in this way, in my opinion, deserve the serious consideration of the President.

SAML. R. MOSS.

To the President of the United States.

CHAMBERS COUNTY, LAFAYETTE,
April 10, 1835.

DEAR SIR: I feel it my duty as a citizen of the country to make a statement to you of facts that have lately transpired in the Creek country, in regard to frauds practised on the Indians. It is true they constitute a portion of our society which we would be pleased to see removed from among us, and believe their best interest is in an early emigration to their destined home west of the Mississippi; but we, as honest men, never can justify the mode lately adopted to procure their lands. I have been lately a good proportion of my time about Doctor McHenry's office, and I can say to you, that I do not believe that one case out of twenty certified to is by the real owners of the locations. I think that it would be an act of liberality and justice towards the Indians, if you would withhold your approval from all contracts for a given time, until a thorough investigation can take place, as Doctor McHenry has been lately so engaged that he could not devote any time for investigation.

The true holders of the location are almost ceased to be sought for. Any Indian taken up and told what name to assume, sells his neighbor's land and returns the money to the buyer to procure more. For the sum of from one to twenty dollars per tract, this act can and is daily done. I think that all precaution should be used to protect every man's rights, and more especially when those very people are compelled and do look alone to the General Government for protection; and as a great proportion of these fraudulent contracts, and as is commonly termed here, public swindling or stealing land, I say and believe is susceptible of the clearest and most unquestionable proof. It has become a common incident for a speculator to procure some Indian, go to the agent's book, and search out some such lands as he wants, then regularly drill them what names, towns, chiefs, &c. to assume, and whose land to sell. In this manner we have witnessed a great many cases in the last month or two. They can and do date their bonds at any time back they wish. If they are not compelled to swear positively to the Indian and bring him before the agent again when an investigation is sought for, where and when the agent can determine who is the real owner of the location, hundreds will lose their lands who never saw the agent. That there are frauds daily practised on the agent, is a fact too notoriously known to be denied in
this country; they already boast of their immense fortunes thus acquired; and as it is believed they have already sent on a great many bonds for approval, I hope they may be held not approved of until an investigation can be had. There was an idea held out by some of those most notorious in this traffic, that there was no harm or crime in thus acting; for that a great number of those stolen cases were from Indians that declined selling for the present, and that they (the speculators) would subsequently visit the rightful owner—inform him his land was certified to; and by thus acting, compel or induce him to sell, and then they would have the land re-certified to by setting aside or giving up the first contract. But, sir, I discover and am convinced that they do not intend to pursue that course, inasmuch as those bonds are in preparation and sent off for approval—as there are cases now that the Indians have come up and demanded a trial, and those bonds sent on for your approval. There are some cases where the true holders of the location, that it can be proven were at home, fifty miles from the agents, on the very day the land was certified to; and if time can be given I have no doubt but ample and sufficient proof will be procured to set aside a large portion of the late contracts.

One other fact I would suggest, and that is this: in some of the contracts recently made, it has been required of the purchaser to swear that he believes the Indian introduced was the true holder of the land. But, sir, strange as it may seem, it is nevertheless true, I was present and an eye witness, and saw some who, when they were about to take the affidavit, would not swear to that part, neither would they admit it to be erased out, for fear it would prevent an approval, and that they would lose the land before they would take that part of the oath, inasmuch as they knew that the Indian was not entitled. Many other facts developed showing the frauds practised might be adduced; but inasmuch as you will be addressed from many others of our fellow-citizens on the same subject, I shall close. In haste.

Your most obedient and humble servant,

WILLIAM W. CARLISLE.

To General ANDREW JACKSON.

STATE OF ALABAMA,
Chambers County, April 10, 1835.

Sir: I feel it my duty to inform you about the affairs of this country concerning the Creek Indians. Their case is different from any that I have ever seen in my life; they are defrauded out of their land by a company of speculators, who have combined themselves together. The lands they say, they will have, whether the rightful Indian sell or not. Their plan is to fetch up the wrong Indian, make him claim the name of the Indian who owns the land that they want. They have them in such good training, that they can tell the names of the chiefs in the town where the land lies that they want, at the same time the Indian never was within
fifty miles of the place in his life, nor never heard of the chief's name before the speculator told it to him. They pass the money before the agent, the amount not regarded. As soon as the money is paid, the interpreter takes the Indian by the hand and leads him off; takes the money all back but five or six dollars, walks back to the speculator, and hands back the money, to pass another one in the same way. This is the way, sir, that the business is going on. I do believe that the citizens of this country are in great danger, for the Indians say they will kill the first white man that comes on their land, unless they get the value of it. I was in company last week, and they showed me a list of these lands, 250 or 260 of them; out of that number they said there were 40 or 60 of them that were honest contracts, the balance of them they had bought up of the wrong Indian. They have also threatened my life if I detect them, which I have not failed to do in every case that I was acquainted with; they have also drawn their pistols on me for protecting the rights of the Indian. I hope your Excellency will not approve of such conduct, though they say that you have heard so much of the business that you will not pay any regard to what is said in their behalf. All we want is to have justice to take place, so that we can get shut of them on peaceable terms.

I have stated nothing but what can be proved.

I am your most obedient servant,

ARNOLD SEALE.

To ANDREW JACKSON,
President of the United States.

AUGUSTA, GEORGIA, April 16, 1835.

DEAR GENERAL: The virtuous concern which you have ever shown for the honor of the country, as connected with our Indian relations, and the desire you have ever constantly shown to do justice to the Indians themselves, inducè me to give you a list of a system of the most atrocious frauds that ever disgraced human nature. You have, perhaps, seen some accounts in the public prints alleging instances in which one Indian had been bribed to personate another. I scarcely credited this statement until I made inquiries, which soon confirmed me in the belief that this has been done to a very great extent; and it is even stated on very good authority, that perhaps the largest number of the sales recently certified are of this character. I only make this communication that you may, if you choose, delay approvals until such investigations may be made by the certifying agents, who have been imposed upon, as will expose these enormities, and prevent profit by the imposition. Our friends here were a little troubled, for awhile, between White and Van Buren, but I think have now generally concluded to support the latter. With my best wishes for your health and prosperity.

I am your friend and obedient servant,

JOHN P. KING.
SIR: Your communication of the 28th ultimo, transmitting copies of sundry statements made to the Department in relation to frauds practised in the purchase of Indian reservations has been duly received; and after a due consideration of the subject referred to, I have hastened to reply, and in compliance with your request furnish such suggestions as your communication seemed to require. I have heretofore expressed my opinion that gross frauds had been practised by personating the true holder of the reservation, and requested that none of the contracts should be approved until opportunity for further investigation could be had; this expression was made in my last letter to you, dated the 7th April, and in one previous, date not recollected, to which I would respectfully refer the Department. Since the date of those letters the investigation which I have felt it my duty to make, and subsequent developments, have convinced me of the truth of my former statement, that a number of frauds has been practised in the manner alluded to in your letter. I am not yet sufficiently informed to say to the Department the precise extent to which it has been carried, but it is now manifest that the practice of introducing before the agent an Indian prepared to personate the true holder of a location to some, and, as I believe, a considerable extent, and thereby impose on the agent in despite of his utmost vigilance. It is fortunate that that whole matter is yet within the reach of the Department, and I am gratified that it has devised a plan which, if properly carried into effect, will, in my opinion, afford the best correction for the past, and preventive for the future. The plan you suggest of receiving and certifying contracts only at stated places in the various Indian towns, or at least two or three of the principal towns in each county, and upon particular days, to be fixed beforehand, and of declaring all contracts in the presence of those concerned, meets my decided approbation; and will have, I hope and believe, the effect of correcting past impositions, and preventing similar occurrences in future. In this way the agent would necessarily form some acquaintance with those who had not fairly sold their land, and contract some idea of their personal appearance, which would enable him in future to detect, in many instances, attempts to impose upon him by the introduction of another. The precise plan to be pursued in investigating those claims, I am at a great loss to decide upon. To declare all contracts void from the first or fifteenth of February, which would include all of those cases on my book, would prejudice and jeopardise the claims of many honest purchasers; for at the time the rush of business or crowd of certifying was going forward there were several hundred Indians here every day; many of them came for the purpose of seeing if their land was stolen (as they called it) and when they would find their lands were not gone, they would sell them to persons they never saw before; they were introduced before the agent, signed the contract, and received the money, and in many instances the witnesses to those contracts are perfect strangers both to the Indian and the purchaser. In such cases it would be utterly impossible for the purchaser to identify the Indian by the witness to the contract; or, admit that he could, it would run him to considerable expense to collect his Indians and witnesses a second time. On the other
hand, it will be a difficult matter for a number of the Indians to identify themselves and locations by white proof; and it must be apparent to every one that investigations held at my office alone, having no authority to compel the appearance of persons or witnesses to testify, nor that of administering oaths, most generally, must be unproductive of much good, and at best only partial in its operation; for some of the Indians live at so great a distance that it would be quite expensive to them, and a difficult matter to bring with them necessary proof to sustain their claim. I will submit to you for your consideration the plan of investigation which I had commenced before I received your communication, viz: notify the chiefs of each town what day I will attend at their town-houses, and for them to assemble their people there, and then, by calling over the names of all those that are entitled to reservations, I can ascertain tolerable correctly all those that have honestly sold their reservations, and those that have been swindled out of theirs; at the same time enrol their names for investigation, and then appoint a time and notify the purchasers to attend, from day to day, until the investigations are completed at their several town-houses, or such places as the chiefs and myself may select. I think the business of investigation could be got through in two or three trips at furthest. If the purchaser failed to come it would be an acknowledgment at once that his claim was a spurious one. I have already taken down nearly all the complaints in Tuckabatchee town, Clewalla town, Talmachuson town, Thlob Thlocco town, Autauga town, and Tarwarsa town. There are four towns remaining which I have not seen the people of that frauds have been practised in, viz: Taleseee, Luckipoga, Ufawala, and Chattocsofkar towns. In calling over the names of the Indians of the towns above, a number of contracts that was considered fraudulent, was admitted by the chiefs and common Indians to be genuine. By attending each town-house as above suggested, almost every Indian can be identified by his chief and respectable Indians of his town, which I consider would be good testimony. If the Department should decide to declare all contracts void from the middle of February last, I shall be perfectly satisfied, or if they should choose the plan of investigation at each town-house, I shall also be satisfied; either will meet my approbation; and nothing on my part shall be wanting to detect every case of fraud. The plan of certifying or certifying and investigating at stated places, would, at least for a short time, occupy all my time, and one week in each month would be found to be too short to do anything like half the business of the office in this district. I am of the opinion, however, that it is decidedly the most expeditious and of course less expensive mode of closing the books of the office. Colonel Hogan, the emigrating agent, is now in the country, and a considerable spirit of emigration appears to prevail amongst them, and a disposition to sell of those that have not sold preparatory, as I think, to departing to the West. In accordance with your instructions I shall hold all contracts in my possession until further orders, and also direct my attention towards the detection of such cases as may have been approved by the President and delivered to the purchaser. I have now in my possession and keeping two or three approved contracts which I believe are spurious contracts, on which account they have been withheld. I am at a loss to conceive any plan better than that prescribed by the existing re-
ulations for the payment and security to each Indian, the purchase money for his reservation. It is certainly all that can be required by the Government, and my experience satisfies me that it is all it can do, to see that a fair price is given and that that amount is paid to the true holder of the land. What disposition he makes of it must be left to his own discretion. I have been constantly vigilant and endeavoring to protect them from imposition to which they are exposed. I have gone so far as to withhold the approved contract until I could see a fair settlement between the parties where the Indian has complained to me. The subject generally has been one of great anxiety too with me, and I desire the President and yourself to be assured that no effort on my part shall be wanting to reach and uproot the frauds that have been practised, and prevent them that may be attempted in future.

In relation to your letter of the same date with the one before alluded to, in which you state that certain charges injurious to my official character have been stated in the letter of a Mr. McLemore, a copy of which you also forwarded to me, I will at present only express to you my acknowledgments for the prompt manner in which you apprized me that such charges had been made, with the further remark that I will make this the subject-matter of a separate letter; and so soon as I can see the gentleman, which I hope will be in a few days, I will submit to the Department a reply, with the necessary proof, as I hope and might with safety say I know will satisfy the Department. As it respects the corrupt conduct of the justice of the peace, I think it has only happened with the one that is charged, and I still think the business may be done by that class of magistrates, for they are generally honest men. In future I will be more cautious with the business is done before. To confine the business entirely to the judges of county courts would be attended with a good deal of trouble, and inconvenient in Macon county, which is in my district. The judge is a member of the legislature, and in his absence the purchasers would have to go to another county to transact their business.

Very respectfully, your obedient servant,

ROBERT W. McHENRY.

Hon. Lewis Cass,
Secretary of War, Washington city.

P. S. I would be highly gratified if it could be so arranged that General Sanford could assist me in the investigations.

R. W. McH.

TALLADEGA, ALABAMA,
April 23, 1835.

Sir: It is with reluctance I trouble you with this, knowing that in your official capacity you are teased in every possible way. I think it possible that this new portion of Alabama has had its full share of this teasing; but I also think, amongst all the instructions you may have received from this knowing country, that you may not have dreamed of the particular condition I am placed in, (which I suppose there may be many such in this nation,) and I will forthwith proceed to inform you. The Indian located on the half section of which I am the occupant is
dead, or never existed; there is no evidence of there being such an Indian but Indian evidence. There is indeed an Indian got up that claims to be the heir, but there is no evidence of that fact but Indian, and this heir received a location in her own name, and has sold it. This is what I know of this matter. Then if you can give your agent here any instructions bearing on this and similar cases, you will confer a favor possibly on me by enabling me to get a home. If you should think the Indian not entitled, the land will belong to Government. The half section alluded to is the south half of section 20, township 18, range 6 east, in the Coosa land district.

Yours, &c. WILLIAM SUMNERS.

MARDISVILLE, ALABAMA, May 1, 1835.

Sir: Your letters of the 1st and 7th ultimo have been duly received; and permit me to assure you, in reply, that your directions shall be promptly attended to, and that I am not without hopes that the species of fraud alluded to in both your letters can be completely prevented.

The third week in April was the week set apart to receive and examine contracts; about one hundred and twenty-eight were received to be certified, almost every one of which, I am of opinion, is genuine, and sold by the right Indian.

Having understood the course pursued on the opposite side of the Creek country, both from the certifying agent, the Creeks themselves, and a number of other persons, I determined, if possible, to prevent that species of fraud, at least in my office.

And to do this effectually, I requested the head chiefs and lesser chiefs of the different towns in my district to attend the office, and see that none but the right Indians sold. I informed them that it was a business of their own, and that it would be right for them to maintain themselves, and promised them protection. They came according to my request and pointed out the true owner of land; viz. they gave in his proper name, and he was permitted to sell. The speculators acknowledged that this species of fraud was prevented, and all who witnessed the sales acknowledged them to be fair.

Fearful that, hereafter, men might bribe the chiefs, I issued papers containing the locations of such individual Indians as applied for them, to which I signed my name. Those who have received these papers have it completely in their power to save their lands, and to sell themselves.

I also read over the sales to the chiefs and other Indians of the different towns, and was gratified to discover that there had not been as many frauds committed in my office as I supposed. All such contracts as they impeached I shall retain for investigation.

I have also informed purchasers that where contracts are impeached if they do not furnish evidence immediately of the fairness and justness of their contracts, that I will receive contracts from the rightful owners, and let the person purchasing, if he will risk the contract, contend with the original purchaser, and hold up both deeds until the matter is deci-
The mention of this rule had an immediate and salutary effect: several cases were immediately decided, in some of which the original purchaser gave up his former fraudulent contract, and brought in the rightful owner, and repurchased the land. Hathlum Hadjo's case is settled, and the right Indian has sold with the consent of the original purchaser. Several other cases have been settled in the same manner. I am now of opinion that all the cases which have been for a long time hung up in this office, both by Colonel Bright and myself, will in this way be brought to a speedy issue.

I am, sir, very respectfully,
Your obedient servant,

LEONARD TARRANT.

Hon. ELBERT HERING,
Office of Indian Affairs,
City of Washington.

May 2, 1835.

Sir: Enclosed I send you a correct copy of the certificate for my land. My letter, through the politeness of Mr. J. Forbes, will inform you of my wishes on the subject.

Permit me to call your attention to the situation of the land I now occupy, and have considerably improved; and, at the time I settled, it was with the concurrence unanimously of the principal head men and chiefs of the section of the country in which the land is situated.

Agreeably to the original locations, an Indian woman of Thlob-chlocco town was located on the north half of section number fifteen, township sixteen, and range twenty-two; but, say some of the locating agents, in transcribing the books, it appeared a man was put on the place. When Colonel Meigs was in the Creek nation endeavoring to ascertain, and, if possible, rectify or make such statements to the Department as he thought just and right, a person appeared, stating to the certifying agent that he had already certified to the place in question, (both agents at that time holding their office in my house.) General Woodward, one of the locating agents who made the locations in this neighborhood, and David Barnett, an intelligent half-breed, and General Linguist, stated to Colonel Meigs and Dr. McHenry, that there was no such person existing in the town already named. Dr. McHenry, as was supposed at the time, put a stop, therefore, to all further proceedings therein, until Colonel Meigs could report the fact to the Government, which he promised to do.

It appears, however, notwithstanding the representations then made to the certifying agent, as well by the individuals within mentioned as by others, that the bond then taken stood good through the intrigue of the speculators or interested motives of the agent.

Colonel Meigs informed me he would make a true statement of the facts proven before him, and gave it as his opinion that the land would revert to Government. No such person having been found, and the person, Mr. Bride, who held the bond, then and there before the agents re-
linquished his claim to the said half section, and it was erased from the books of locations.

I solicit your advice and opinions as to what course the Government will pursue in the premises, and how I am to proceed in the business? Your compliance will lay me under great obligations.

Your most obedient servant,

LAUGHLIN DURANT.

N. B. Please direct to me at Tuskegee post office, Macon county, Alabama.

Proof can be produced to substantiate the above facts.

Honorable Lewis Cass,
Secretary of War, Washington.

No. 12.

GENERAL LAND OFFICE,
October 5, 1826.

I certify that, in pursuance of an act of Congress passed on the 3d of March, 1817, entitled "An act making provision for the location of the lands reserved by the first article of the treaty of the 9th of August, 1814, between the United States and the Creek nation, to certain chiefs and warriors of that nation, and for other purposes," the Secretary of the Treasury has confirmed the claim of Laughlin Durant, and that the said Laughlin Durant is entitled to occupy the following lands, agreeably to the provisions of the said act, viz.: the northeast, northwest, and southwest quarters of section twelve, in township four, of range three east, containing four hundred and six acres and twelve hundredths of an acre, in the district of lands offered for sale at St. Stephen's; and the southwest quarter of section sixteen, in township four, of range seven, east, containing one hundred and fifty-nine acres and seventy-one hundredths of an acre, in the district of lands offered for sale at Sparta, in the State of Alabama.

In testimony whereof, I have hereunto subscribed my name, and caused to be affixed the seal of this office, at the city of Washington, the fifth day of October, 1826.

GEORGE GRAHAM,
Commissioner of the General Land Office.

MARDISVILLE, ALABAMA,
May 8, 1835.

Sir: A deed of conveyance purporting to have been made by an Indian reservee, Wax-e-yoholo, number sixty-three, on the Hatchet-creek roll, for the north half of section thirty-two, township twenty-one, range
six east, in the Coosa land district, to E. Corley & Co., was made by an Indian not entitled to the said land. The proper proprietor of this land departed this life a very short time after the land was assigned to him, and during his lifetime made no disposition of it. It is the request of the widow that this deed be returned for investigation to Leonard Tarrant, Esq., certifying agent, when she proposes to prove beyond doubt the facts above asserted.

I am, sir, very respectfully,

W. P. CHILTON,
Attorney for complainant.

Honorable E. HERRING,
Commissioner of Indian Affairs:

MARDISVILLE, ALABAMA,
May 8, 1835.

Sir: Your letter of the 8th ultimo, enclosing a list of the Tallasatchee floats, as located by Colonel Bright, and confirmed by the Department, and also approving my course, in the case of Cho Yoho-lo, has been duly received. The location of Oche-hadjo upon the S. 13, 14, 17, I learn from the same letter has been confirmed. I had no doubt but that you intended to say township “24” instead of 14, as it appears from the roll that he was originally located on 24, and with this belief I shall permit him to sell the tract on which he was originally located.

I am, sir, &c.,

LEONARD TARRANT.

ELBERT HERRING, Esq.,
Office Indian Affairs, Washington.

POND SPRING, TALLADEGA, ALABAMA,
May 9, 1835.

Sir: Pray excuse me if I make you some trouble uselessly, as I have no doubt you are troubled greatly with things of this sort from this county, but allow me to say, there are some instructions to your agent in the certifying office here wanted very much, by which a speedy arrangement might be made of sundry parcels of land in this district, viz. Indians whose names are found on the enrolling agent’s list, who cannot be found. Indians whose names are found in the same, who are said by the Indians to be dead, and that have heirs who are of age, and under the treaty drew land under their own names. Now, sir, I live on a very valuable tract of land in this condition, which is the 20 S. R. 6, T. 18, east, in the Coosa land district; it is the south half of that section. Now, there being no evidence of this Indian right, but the list of the enrolling agent, no white man having ever seen such an Indian, and the heirs being, 2 (two)
heads of families, and drawing land in their own name, I think it should become the land of the Government and be taken as such. If you should coincide with me in opinion, I hope you will shortly so instruct your agent. If you should not, I wish you to instruct your agent to certify the sale by the heirs, as the heirs or the United States, one or the other, must have the right of sale. Six months ago I asked Judge Tarrant, the agent here on the part of the Department for instructions how to obtain a title; he had no instructions; nor has he yet, and I have lost one-half my settlement already, and it would be a great accommodation to me to know what course to take in the matter, and there is a probability of my losing this too, for there have been strange doings in this wild country about land, and I am very poor.

I am, with great respect, &c.,

WILLIAM SUMNER.

Hon. Lewis Cass,
Secretary of War.

P. S. Possibly you may not have heard that some Indians have given in two or more names.

TALLADEGA, ALABAMA,
May 12, 1835.

Sir: Enclosed are the affidavits of Colonel Nicks and Mr. Furgason, in relation to a reservation which was assigned by them to Letif Hadjo, a Creek Indian, who was the head of a family at the date of the treaty; an Indian by the same name has heretofore sold the said reservation, the purchaser's name not known or recollected; the same testimony was offered before Leonard Tarrant, certifying agent, but not until after it was certified. He informed me that the only alternative for redress was before you; I therefore lay before you the testimony, which will clearly show, and which is also acknowledged, that the Indian who has sold the land was not located upon it, and was not legally entitled to it, and that the proper owner to whom the west half of section 23, township 24, range 18 east, in the Tallapoosa land district, has had his land taken and sold from under him without his knowledge or consent. The Indian now calls upon the Department to decide upon the case, and also the President to withhold the approval of the wrong deed which has been forwarded, and if approved before this reaches, to send orders for it not to be handed over, and that the right owner of the land must dispose of the land.

Respectfully,

Your obedient servant,

WALKER REYNOLDS.

Hon. E. Herring, Agent of Indian Affairs.

Address me, at Talladega, care of F. G. McConnell, Esq.
This day personally appeared before me, Francis Mitchell, an acting justice of the peace for the county aforesaid, Alvis Q. Nick, who, being duly sworn, according to law, deposeth and saith that he was appointed by James Bright, who was a commissioner of the United States, to assist in locating the heads of families of the Creek tribe of Indians, in pursuance of the treaty of the 24th March, 1832; that when he was engaged in locating the We-a-guf-ka town of Indians, there was one whose name was Letif Hadjo, upon said roll. I found him upon the west half of section twenty-three, in township twenty-four, and range eighteen east, in the Tallapoosa land district, and that he had been a settler for years before the date of the treaty, and that no other Indian ever lived upon said land, as I learned from all the Indians, and as I do believe. When we called the roll, all of the Indians who were present said that it was him. The lines between the town of We-a-gu-ka and Tock-pof-ka, do not exceed half a mile from said Indian's reservation. Having been informed that another Indian by the same name had sold that land, I was called upon to say before the certifying agent which Indian was located there, and had the Indian present, and I did identify said Indian, and the Indian who had not sold the land was the Indian who was located upon said land according to the treaty, and, moreover, he was legally entitled to said land, as I then and do still believe.

ALVIS Q. NICKS.

I, Robert G. Ferguson, do solemnly swear that I assisted in locating said town of Indians, and that I was personally acquainted with said Indian, and it was, as has been stated by Colonel Nick above, is true.

R. G. FERGUSON.

Sworn and subscribed to before me this 12th May, 1835.

FRANCIS MITCHELL.

HUGH G. BARCLAY,

Clerk of the county court of the county of Talladega.

MILLEDGEVILLE, May 15, 1835.

Sir: I had the honor to receive, by due course of mail, your communication of the 28th ultimo, together with the accompanying documents, and
shall leave here, in a few days, for Columbus, for the object specified in the enclosed handbill. Of the existence of fraud, of very great fraud, the evidence which has been furnished does not leave even the shadow of a doubt. How far this system of rapacity and plunder may have obtained in my district, it is as yet difficult to determine. Possibly, in the latter days of my office, when the near prospect of my retirement and absence might seem to secure impunity, by precluding the usual investigations in such cases, it may have been successfully practised upon myself as well as others. If this be the fact, the course which I propose pursuing will probably lead to its detection, as the aggrieved party will have an opportunity of preferring their claims, and vindicating their rights against the fraudulent pretensions of the impostor. This has, heretofore, been my mode of proceeding in cases of disputed identity, and the adjudications which have been made, after hearing the various claimants, have been generally so far satisfactory as to be acquiesced in without further controversy; and I doubt not that similar results would attend the same policy if adopted elsewhere. Indeed, a measure of the kind appears to me so obviously proper, that I am reluctant to believe that it has ever been refused. Most assuredly he who has been wronged out of his property has a right to demand an inquiry into the circumstances which may have deprived him of it; and in my opinion, in the present instances, which have been reported, if the Department order its agents to institute forthwith an investigation, by proclaiming an invitation of all the cases where there may be a controversy relative to the right claimants, the wrong which may have been contrived by the artful impostor will be remedied at once, and justice done the injured party. At all events, the opportunity thus afforded will be an answer to the renewal of their complaints hereafter. Established, as a permanent regulation of office, public investigations in all cases of disputed identity, will not only eventuate in the ascertainment of the truth, but the consequent detection and exposure must greatly discourage similar attempts at imposition in future. In connexion with the evidence which may hereafter be required in the more enlarged acquaintance of the particular claimant prior to the certification of his contract, together with the attestation of the correctness of the transaction before a magistracy not likely to be corrupted, it will in my opinion go far to prevent the recurrence of those evils which it has been the object of your inquiries to remedy.

I have the honor to be,

With high consideration,
Your most obedient servant,

J. W. A. SANFORD.

Hon. Lewis Cass,
Secretary of War, Washington City.

MARDISVILLE, ALABAMA, May 16, 1835.

Sir: The enclosed is a schedule of contracts which have been certified and forwarded to the Department for the approval of the President, and which, from the best testimony which the nature of such cases will
admit of, I consider invalid. No. 273 has been approved, but has not been delivered, and was made by an agent of Mr. M. Gilchrist, for Mr. Gilchrist; this Indian, I am confident, has never been before me. No. 261, made by E. Corley & Co., is also approved, but has not been delivered. They will be detained and returned to the Department. If I am right in my opinion, which is, that Indian testimony is sufficient to identify an Indian living in the same town, the chief and other Indians of a town are the proper persons to identify the Indians living in their towns in the absence of better testimony. If I am correct in my opinion, please return the contracts desired in the enclosed schedule, except Silsuphoger's and Sally's, which are now in the office, and the right owners will be permitted to sell their own land.

I am, sir, very respectfully,
Your most obedient servant,
LEONARD TARRANT.

ELBERT HERRING, Esq.,
Office Ind. Affairs, City of Washington.

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A Schedule of Contracts which the chiefs and Indians of the towns say were sold by the wrong Indians, and which I consider invalid.

<table>
<thead>
<tr>
<th>No. on the roll</th>
<th>Reserves' names</th>
<th>Location</th>
<th>No. of contract</th>
<th>Towns</th>
</tr>
</thead>
<tbody>
<tr>
<td>48</td>
<td>Isurga</td>
<td>N 21 21 19</td>
<td>521</td>
<td>Wewoakkan</td>
</tr>
<tr>
<td>52</td>
<td>Silsuphoger</td>
<td>W 14 20 18</td>
<td>273</td>
<td>Ditto</td>
</tr>
<tr>
<td>62</td>
<td>Figa</td>
<td>E 14 20 18</td>
<td>474</td>
<td>Ditto</td>
</tr>
<tr>
<td>83</td>
<td>Ulingar</td>
<td>W 25 21 18</td>
<td>434</td>
<td>Ditto</td>
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<tr>
<td>85</td>
<td>Timmowockkar</td>
<td>W 26 21 18</td>
<td>327</td>
<td>Ditto</td>
</tr>
<tr>
<td>15</td>
<td>Woxe hadjo</td>
<td>W 9 14 7</td>
<td>429</td>
<td>Tallasahatchee</td>
</tr>
<tr>
<td>33</td>
<td>Hotulga hadjo</td>
<td>E 27 24 20</td>
<td>497</td>
<td>Lockportay</td>
</tr>
<tr>
<td>63</td>
<td>Woxe yoholo</td>
<td>N 32 21 6</td>
<td>508</td>
<td>Hatchet creek</td>
</tr>
<tr>
<td>11</td>
<td>Oaktarsarsey hadjo</td>
<td>N 8 22 21</td>
<td>322</td>
<td>Oaktarsarsey</td>
</tr>
<tr>
<td>5</td>
<td>Istorfulhoga</td>
<td>N 26 23 20</td>
<td>514</td>
<td>Fish pond</td>
</tr>
<tr>
<td>25</td>
<td>Agingatha</td>
<td>W 13 22 20</td>
<td>460</td>
<td>Ditto</td>
</tr>
<tr>
<td>104</td>
<td>Sally</td>
<td>E 22 22 20</td>
<td>261</td>
<td>Ditto</td>
</tr>
</tbody>
</table>

MARDISVILLE, Ala., December 18, 1835.

DEAR SIR: In the case of Wathler, for whom I act as attorney, an attempt is making to have the Department decide upon it ex parte. This Indian's name may be found recorded upon the Chockolocco census-roll; his land was sold by a female Indian, by the name of Walley, to John Goodin; the name of the latter Indian does not appear upon the census-list of any town, and Goodin's purchase is most evidently fraudulent.
This case is now undergoing an investigation before the agent, Judge Leonard Tarrant; and with a knowledge of this fact, which I believe it my duty to communicate, I know the Department will postpone all proceedings in relation to it until the agent shall have decided. I am not aware what course the President will pursue in relation to frauds like this, where the deeds have been approved and are in the possession of the purchasers; doubtless something will be done.

I am, very respectfully,
Your most obedient servant,

W. P. CHILTON.

Hon. E. HERRING,
Commissioner Indian Affairs.

At a meeting of the citizens of Macon county and its vicinity, held at the house of James Abercrombie on the 19th day of May, 1835, Colonel Joseph H. Howard was called to the chair, and Sampson Lanier, secretary. The object of the meeting being explained by the chairman, on motion, the following committee was appointed:


The following preamble and resolutions were entered into:

Whereas great fraud has been recently committed in obtaining titles to land belonging to Indians, without their knowledge or consent in any way whatever; the person committing such fraud, or rather stealing the lands of the Indians, has some other Indian whom he has drilled with the description of locations and other matters in relation to the land; the Indian when thus drilled, and a new song put into his mouth, goes before the certifying agent, and passes his land by certificate, as being the real Indian owning that tract of land, to the stealer or white man, who immediately sends such certificate to Washington city for the approval of the President; the Indians, who are the rightful owners of the lands, knowing nothing of the foul and dishonest transaction until nearly all their lands have been swept from under them. And whereas we believe it yet in the power of the President to check this evil, in a great degree, by withholding his approval from all bonds certified to since the 10th day of January, 1835, and requiring all lands that have been certified since that period, to be recertified in each town in the presence of their chiefs and head men, who are ready and willing to assist in putting down this fraud; it is most devoutly to be wished that the President will exercise his power over this subject, in such a way as will correct the past and prevent the repetition of these wrongs for the future. And whereas, more effectually to carry into view the expression of this meeting, they most earnestly request the President of the United States to give in charge of his agents superintending the certifications of contracts for land which has been complained of as being fraudulent, that the purchaser be required to produce the Indian purchased from at the time of the investigation.
And be it therefore resolved, That this meeting agree to exercise all influence in their power to detect and put down all frauds, and to give the agents superintending as aforesaid every information which they may be in possession of appertaining to the base transactions of personating Indians justly entitled to their lands, and thereby defrauding him out of their rights. And be it further resolved, That the proceedings of this meeting be signed by the chairman, and countersigned by the secretary; that the secretary be requested to forward a copy of the same to the President of the United States, and a copy to the editors of the Alabama Journal for publication, with a request that all editors friendly to good order will give it an insertion in their respective papers.

J. H. HOWARD, Chairman.

SAMPSON LANIER, Secretary.

MARDISVILLE, ALABAMA,
May 20, 1835.

Sir: I have discovered an error in the contract from Komiphodge to John Goodwin. The contract is numbered 543; the number on the roll of the Arbiecoochu town is 59; the error is in the range. It ought to have been ten instead of eleven. Please return the contract for correction.

I am, very respectfully,
Your obedient servant,
LEONARD TARRANT.

ELBERT HERRING, Esq.,
Office of Indian Affairs, Washington city.

OFFICE OF CERTIFYING AGENT,
Chambers county, May 23, 1835.

Sir: In my communication of the 17th instant I omitted to state to you some facts which probably may enable you more correctly to form some plan of investigating those disputed Indian land cases. The more I reflect upon the subject the more I am at a loss to decide. The whole matter appears to be surrounded by almost interminable difficulties. I am confident, in fact I know it, that many of the contracts certified since the first or fifteenth of February last, have been paid by different individuals; and I think to declare all contracts void from that date would subject many honest purchasers to heavy losses. When a contract is declared void, (as I conceive,) it is no more than a blank piece of paper; unless the purchaser can get the Indian to renew the contract or acknowledge the old one; and my own experience and knowledge of the Indian character generally leads me to believe that that would be a difficult matter.

Taking into consideration their little sense of honor or honesty, and
natural depravity of character, and aided by the cunning duplicity of white men, a number of them would, when once informed their contract was null and void, utterly refuse to renew it again. I have frequently, from the commencement of the duties of my office, certified in different parts of my district, and about the 15th of March last I certified in Talisse, Tuskeego, Ottisser, Cawalla; and Tuckabatcha. I spent about ten days there, and many of the chiefs were present. Old Tuskenewah, the principal chief of the nation, was present two or three days of my certifying in Tuckabatcha town; and it is said there was as much corruption carried on there as at any time at my office. I do not see how it is possible that any man could be more particular than I have been—particularly since I suspected fraud. In all cases I have unanimously examined the Indian with the utmost caution and exactness. In each case I have examined the Indian touching his name, how long he had such, and who told him to call himself by that name; by whom he was located, and what town he belonged to; what was the names of his chiefs; what watercourse he lived upon; where was the town-house; on which side of the stream situated; what Indian had his name registered at the same time with him, &c., and have varied my examination as much as possible, so as to suit each case; and where the answer did not agree with known facts, in every instance he was set aside. In my letter of the 7th of April I informed you that I had set apart the first week in this month for investigation. Accordingly a number of Indians appeared and complained, and amongst the number of complainants I recognised several that had previously sold their land; and when taken apart from their chiefs and the rest of the Indians, they would acknowledge they had sold, but were afraid of their chiefs. The chiefs have great influence over their people, and those who are opposed to emigration keep their people back generally.

There are two large companies of speculators formed in opposition to each other; one is for uprooting all contracts, and I do honestly believe they cause many Indians that have sold their land to come forward and complain. The struggle is white man to white man in many instances, and the interest of the Indian not much at heart.

It is desirable that even-handed justice should, if possible, be done both to the white man and to the Indian; but the difficulty consists in ascertaining how this is to be effected. It appears to me, upon mature reflection, that a strict investigation is the surest plan. Decide which way you will, it will be attended with great difficulty.

I hope that General J. W. A. Sanford will be instructed to cooperate with me in my investigations, for it is said "in the midst of council there is safety." I have no hesitancy in saying that there is a large number of fraudulent contracts, and it is my utmost desire to uproot every such case.

Very respectfully,

Your obedient servant,

ROBERT W. McHENRY.

To the honorable LEWIS CASS,
Secretary of War, Washington city.
Milledgeville, May 25, 1835.

Sir: I will probably leave here in the morning for Columbus, and have to request, if you have not already done so, that you will forward to me at that place an abstract of such contracts as you may wish reviewed by myself.

I have the honor to be
Your most obedient servant,

J. W. A. Sanford.

Hon. Lewis Cass,
Secretary of War, Washington city.

Mardisville, Alabama,
May 27, 1835.

Sir: Your letter of the 28th ultimo, with the enclosed documents, consisting of copies of letters from several gentlemen of Chambers county, Alabama, and also a communication signed by a number of citizens, and the presentment of the jury for Chambers county, of Henry C. Bird, for malpractice in office, has been duly received.

Permit me to say, in reply, that I have bestowed upon these papers all that consideration and attention which their importance requires, and that I will, to the best of my feeble judgment, proceed to answer your letter, and to make such suggestions as may occur to me.

In the first place, I deem it proper to state that some difference exists as to the mode of receiving and certifying contracts, between Doctor McHenry and myself. The Doctor receives and certifies old lands on contracts, as they are termed, which have been made and executed out of the office. I have paid no respect to old lands or contracts, because I know how easily and how improperly they might be obtained; and since the second week after the commencement of receiving and certifying contracts, I do not recollect of any being presented; of course all contracts entered into in my district are executed, and the money paid in my presence, at which time I require the purchaser to make an affidavit that he will not take the money back, &c., and the reservee who has just sold to him, is the true holder of the reservation sold; or that he or she is the identical Indian which was located on it; and this affidavit is filed with the deed before the purchaser leaves the office; the justice of the peace can in these affidavits commit no fraud, nor leave out any thing in the affidavit, as it is made in the presence of the certifying agent; and no contract would be received by me unless a magistrate was present to qualify the purchaser, except in contracts with sick Indians. I am requested to give my opinion as to the propriety of restricting the certifying such papers to a less number of magistrates. It seems to me unnecessary, at least in my district, as it is the duty of the certifying agent himself to be present, and as it would subject the purchaser to a great deal of expense and trouble to get a judge to attend the office.

There are, however, other affidavits which require attention; these are the affidavits of those who examine and appraise the reservations offered for sale; great fraud might be practised by the justice in certify-
ing blank valuations, and permitting the purchaser to fill them up with
what amount he pleased. If this has ever been done it has not come to
my knowledge, and if it was to come to the knowledge of the certifying
agent, that any magistrate had so far and so corruptly departed from his
duty, as to sign and certify any such blank appraisements, no valuation
certified by him would be received thereafter as an evidence of the value
of lands. It seems to me, however, that even in these cases it would be
unnecessary to restrict the certifying of these papers to the certifying of
the judges only, as it would subject purchasers to additional expense, and
a great deal of trouble, as the judges are frequently from home, and live
at a remote distance from the reservation to be valued.

My opinion is requested as to the plan proposed in your letter of ap­
pointing several places in the district to assemble the Indians and to re­
ceive and certify contracts in presence of the chiefs and other Indians of
the towns assembled at such places. This plan is an excellent one, both
as to the prevention of fraud in the first instance, and for detecting of it
after it has been consummated. I am convinced that none better can be
proposed. If to it was added the privilege of the rightful owner to sell
his land immediately, though it had been sold by another, permitting the
right owner to sell his reservation notwithstanding it may have been pre­
viously sold by the wrong Indian, upon the chief and people of his
town identifying him or her, will go further to prevent fraud than any
other plan that can be adopted; and as I saw nothing in the regulations
to prevent this course, or hinder the rightful owner from selling his own
land, I have already permitted second purchases to be made, as I consider
a contract entered into with the wrong Indian null and void to all intents
and purposes. The sanction of the Department to this course would
silence at once all opposition to it. I have conversed with several legal
gentlemen on the subject, all say they see no legal objections to it.

A plan similar to the one proposed above has already been adopted by
me, and effectual means have been furnished the Indians in my district to
prevent the consummation of fraud by personation.

At my request the Indians have already been assembled at my office.
On the week set apart for certifying contracts in April and May last,
the most remote towns and the chiefs were present, who identified the
Indians offering their lands for sale, and pointed out all such places as
they said were stolen. The census-rolls were read over to them, and cer­
tificates of their locations were issued to all who had not sold their lands
and was present; these certificates furnish them with the means of pre­
venting any person from selling their lands, and they have been partic­
ularly charged not to let a white man or any other person see them until
they come to sell their lands. The method I took to prevent fraud was
this. I called over the roll in presence of the chiefs and other Indians
of the same town, and as I called the roll, each person would present
himself or herself for a certificate of his or her location; the Indians
would say, when the name of a person was called that had sold, that the
land was sold and no Indian would apply for a certificate, but if the land
was sold by a wrong Indian, the right owner would present himself for a
certificate; the case then underwent an investigation, and if the chief and
other Indians identified the applicant, I then marked this contract as fraud
and notified the purchaser that the rightful owner might sell his land at
the risk of the second purchasers: Honest purchasers relinquished their claims, and gave leave to the right owner to sell his land, and some repurchased of the right owner.

It now remains for the President to determine, after what I have done, whether it will be necessary for me to visit the different towns or to call the Indians together again. It seems to me unnecessary, but the authority to do so should be conferred, and if any new species of fraud should be introduced, the agent might avail himself of the privilege with an assurance that his expenses would be paid.

To this question propounded in your letter, "Is it possible to devise any better plan than that provided by the existing regulations for the payment and security to each Indian of the fair amount of purchase money he ought to receive?"

To this permit me to reply that I know of but one plan that I think would in almost every case secure them in a fair price for their lands, and this would be attended with expense, but what is a small expense to a great nation, when it may secure the ignorant from fraud, and make the wealthy speculator pay a reasonable amount for the property he purchases. The plan I would propose is, for the Government to appoint men of firmness and integrity to put a proper price upon each unsold reservation, and to report their value upon oath to the certifying agents.

I am at a loss to suggest any plan to secure them in the use of the purchase money after they have received it. Purchasers are always sworn not to take the money back, &c., but there are often among the purchasers others who are interested in the purchase. Now if this was added to the present affidavit of the purchaser, "We further swear that there are no other persons present concerned in the purchase of this reservation but ourselves, either as agents or otherwise, and that we will not take the money back," &c., it might be of some service, as it is said that some who are interested in the contract are not named on purpose to avoid taking the oath, so that they may take the money back. I am of opinion that it would be right to swear all the agents and purchasers present.

In the next place, it is observed in your letter that "if the statements which are made to this Department are correct, a large proportion of the contracts which have been formed since the beginning or middle of last February are fraudulent. Without determining this fact, and thereby prejudicing the rights of individuals, there is certainly good reason for suspecting the whole, and, therefore, for instituting the proper investigations. How is this best to be done? Shall all the contracts be declared void, on the ground of fraud, and the parties be required, in every case, to exhibit their proofs before you; or can a sufficient security against those fraudulent transactions which have taken place be imposed by any investigation which you can make into such cases as you may have reason to believe, or as may be represented to you as fraudulent? In one case, the presumption of fraud applying to all, every grantee would be required to exhibit his proofs de novo; in the other, the investigation proceeding from the Government, would apply only to such cases as were presumed to require it. Your idea upon this subject is requested."

In reply to this, permit me to observe that but a small proportion of the contracts certified in this district are fraudulent. I am confident there
are not more than about fifty out of eleven hundred and forty (the whole amount received and certified by Colonel Bright and myself) which are fraudulent. I am, therefore, of opinion that nearly every fraud in this district has been discovered, and may be set aside, without declaring the whole void, upon the presumption that all are fraudulent; but if the fraudulent contracts in the other districts are so numerous as to require this course, and if this cannot be done without taking in this district also, I have no objection to the course, and would say, let it be adopted, as honest purchasers can suffer no injury but delay from investigation, and this ought cheerfully to be submitted to, that fraud may be detected and put down.

The preceding ideas are respectfully submitted, and permit me to assure you that no officer in the Government would, with more pleasure, see all these fraudulent transactions effectually destroyed and put down.

I have the honor to be, sir,
Your most obedient servant,

LEONARD TARRANT.

Department of War, Washington City.

June 16, 1835.

The President, having read with attention Mr. Tarrant's report, returns it to the Department of War. There cannot be any other instructions necessary but those already given. The great object is to secure to the reservee his land, or a fair value for it, and to prevent fraudulent sales, made by Indians not entitled, personating the legal owners; all such purchases are void, and cannot affect the claim of the rightful owners, who have a right to sell to any that will purchase. The certifying agent in no case should give a certificate upon an old sale, unless the reservee is present, and the money being actually paid in his presence. The papers have been sent back, that, in every case, the agent may re-examine them, and have evidence that the real owner has sold, not personated by another.

CHICKASAW NATION, June 5, 1835.

HONORED SIR: I hope you will excuse the liberty I take in addressing you. I am compelled to do so. The fate of the Chickasaw people requires that some person should interpose in their behalf; and unless you will interpose, and see that there is a strict compliance with the treaty, their ruin is inevitable. Hosts of speculators are going over the country, and have hired all the half-breeds to interpret for them, and give them five or ten dollars for each contract they make. They use every stratagem they can devise, and practise every imposition on their ignorance. Those half-breeds tell them the agent says you must sell, and they believe every thing the agent tells them must be done; and there is not one out of one hundred that has sold knows what they are to receive for their lands, nor when, nor who has purchased. They have signed deeds, most of them blank ones, and receive from five to ten
dollars in advance. It is thought those large companies will purchase
the approbation of some of the commissioners of the nation; and that the
agent is interested. The Surveyor General has, with his company, pur­
chased seven or eight hundred sections, and have advanced from ten to
twenty dollars. Five hundred dollars is about the average price agreed
on per section, and some of them are worth ten times as much. With the
exception of the Creek nation, I expect that there never has been such
frauds imposed on any people as the Chickasaws; but we look with con­
fidence to the President of the United States to see that every treaty
stipulation is complied with. Would it not be advisable to appoint an
investigating agent who is firm, and could not be purchased up with those
speculators? If something is not done the Chickasaws are a ruined
people, and the country ruined, for they will bring all who wish to pur­
*chase land under heavy contributions, and the lands will go into the
hands of capitalists that will hold them up, and prevent the settling of
the country, which is so desirable to the Government of the United
States. These speculators pay no more attention to the treaty than if it
was a blank piece of paper. Pray protect us from ruin.

I am yours, &c.,

JAMES COLBERT.

Hon. Lewis Cass, Secretary of War.

LAFAYETTE, CHAMBERS COUNTY,
June 5, 1835.

Dear Sir: I have lately seen Dr. McHenry, the certifying agent for
this district, and as the letter I wrote to the Department in April last by
Colonel Dougherty, has some allusions which, under their present ap­
pearance, may do the Doctor some injury, which was not designed on my
part, I take the liberty of again writing to the Department.

I have no doubt that the Department has already received sufficient in­
formation to satisfy them to what extent the frauds have been committed
on the Indians; but these frauds the most vigilant and watchful agent
could not stop, for they are managed with a good deal of cunning, and as
the agent was a stranger to a great many of the Indians, he was liable to
be imposed on. They were pressing forward so rapidly to certify, that
he could not investigate unless he had pursued the same course which he
did; that was, to devote one week exclusively to investigations, which
was done; and the cases put off, which I alluded to, were taken up and
satisfactorily adjusted in that week. He put off the Indians until this
week, as the party who had the wrong Indian certified still claimed time,
and said they would bring proof to show they had the correct man first;
and the postponement, I am now perfectly satisfied, was not intended to
operate against the real owner, nor to protect the man who had the lands
certified to the wrong Indian. But on the week for general investiga­
tions, the agent, by postponing until that time, could ascertain more of the
frauds, and could see what course the speculators intended to pursue who
were then supposed to be certifying wrong Indians. At the time my
communication was made, I did not know that he would take one week
exclusively for investigations, but as he did, this course, I think, was entirely correct, and calculated to give all parties a fair notice.

The bonds that I could not see when I examined the office, and I supposed were sent on for approval, the parties who had had the lands certified told me were sent on, and that copies were in the office. This was said to me before they knew I would search for them. I searched for them, but could not find them, and believing they were there, I concluded they had so managed as to have them incorrectly withheld from my sight; but they told me they were sent on, I have no doubt to convince me that the chance was bad for breaking them up. These bonds were not put in the office; they were certified to, but the parties had kept them back, and stated to me they were in the office. This induced me to write, but as I have come in possession of these facts, I cannot think the agent was to blame; he did not know where the bonds were, and the parties had deceived me in their statements. The office and agent were very much crowded about that time, and the agent did not have time to render to every man the facilities he might want. The bonds are not generally filled before the agent; he pays over the money to the Indian, who says, perhaps, he has sold some time since, and made a bond to the buyer; this accounts for the bonds being dated back without the knowledge of the agent.

As regards the agent’s absence for four weeks, (and it was generally thought that it would aid the approving of the bonds sent on,) I am now satisfied he left here on his own business, not connected with his official capacity; and he wrote a letter there before he went on to the Department, not to approve of the contracts sent on until they again heard from him. This circumstance I did not know when I wrote last. These circumstances, and the facts that I have found out since I wrote, have induced me again to write; as I think the agent is willing to do justice to the Indian, and as my letter might have induced the Department to think that he was acting partially, I can say I did not intend to reproach him. I wanted the matter of certifying searched into, but I did not think the agent was to blame for the frauds. I have full confidence in his honesty and abilities to act. These inducements cause me to write, and I believe that the frauds may all be reached. The agent is now more fully satisfied, and by the time he begins to re-certify I think the matter will be ascertained fairly. I have nothing more, but remain,

Yours, respectfully,

CHARLES McLEMORE.

Mr. Lewis Cass,
Secretary of War.

La Grange, June 5, 1835.

Dear Sir: You recollect that, in conversation with you in the stage going from Washington to Baltimore, about the last of April last, in relation to the frauds practised of late on the Creek Indians in the sale of their reservations by “personation,” I spoke of a letter that had been written the Department by a number of the chiefs of that tribe on that subject, and which, I supposed, had not been received. In reply, you
informed me that a communication of that kind had been received by yourself; which information, at that time, quieted my apprehensions, not knowing that the chiefs had ever made but one communication on the subject. On my return home I have ascertained that the chiefs have written the Department two letters on this same subject, and I am now very certain that the last one written, and the one to which I alluded in our conversation, has not been received. I am very desirous of knowing whether this letter has reached Washington or not. Will you have the kindness to send me a copy or copies of the communication or communications from the chiefs on the subject above alluded to, which have been made to the Government since the 1st of February last? Or, lest that request should give your office more trouble than I desire, will you please say to me whether a letter addressed by either the President, Governor Cass, or yourself? My reason for this inquiry, sir, is this: I have understood that the letter above alluded to has been suppressed on its way to Washington; and I desire not only to inform the Government of the frauds that have been practised, but also of the means used to conceal their perpetration. Subsequent developments in the nation during my visit to Washington, and since my return, have gone fully to sustain the statements I made to the Department on this subject, and even go further than the Department has yet been informed. If the Government desires further information or evidence of the existence of this mighty fraud, or if efforts or representations have been made to prevent the action of the Government in attempting to remedy or report them, I should like very much to be apprized of the fact, that I might not only have an opportunity of sustaining what communications I have made, but of showing the object and falsity of the statements controverting them. I do not know that any steps have been taken to counteract the views and impressions of the Department, as intimated in the letters addressed to the several agents; but from the feeling and alarm which they have created with those who have been conspicuous in practising this fraud, I had supposed that something had or would be done to change the determinations of the Government. They will not attempt it by denying and putting in issue the existence of the most glaring and extensive frauds, but, by suggesting “consequences and effects,” they will expect to change the views of the Government, and I would respectfully caution you against any such attempts; and you may rely on it, that the plan suggested by Governor Cass, in his letters to the several agents, and which, I think, has been approved by some of them, is the only one that can effect the desired object, and on that account you may expect that it will be much opposed, and said to be attended with many evil consequences.

Permit me to make one or two remarks on the subject of the emigration of the Indians. This is a subject on which I feel a very great solicitude, not only from motives of interest, but also from a regard for the welfare of these people. The report of Colonel Hogan, your agent, (whose industry and efforts entitle him to great credit,) will, I apprehend, convince you that I was right when I said to you in the conversation before alluded to, that your efforts this season to emigrate these In-
dians would be attended with but little success. Sir, I care not how many agents or subagents you may appoint, nor how industrious they may be, under existing circumstances and present arrangements, your efforts will be unavailing. My acquaintance with these people and with their present situation, added to the opportunity I have of knowing their feelings on this subject, I can say to the Department there is one plan, and but one, by which their immediate emigration can be effected, and that is, by a stipulation or treaty with the chiefs that they should do so in a given time. This stipulation or agreement on their part can be obtained by the Government, and their emigration effected under it at much less expense than must and will be incurred under the present arrangements. They are prepared now for such an arrangement, and I hesitate not to say positively that they would most cheerfully negotiate with the Government on this subject, if the President would invite a delegation of chiefs to meet him forthwith in Washington, or his agent, at some other place, out of the nation. I am well satisfied that by a slight alteration in some unimportant part of the "modus operandi" of emigration to which the most object, and without any additional expense whatever, but, on the other hand, a probability of a diminution of expense, a covenant might be obtained from the chiefs that their whole people should leave the territory within a given time, and that as short as the Government could wish. Any attempt of this kind must be made out of the nation, and would, I think, promise more success if made at Washington; for, in their present confused and divided situation, "a talk" from the President in "propría persona" would have a very happy effect. They would be removed, too, at Washington, from the influence of conflicting and local interest, and from the influence growing out of the various and opposing interest and designs of those who control them. Your experience will, I have no doubt, satisfy you that it is much more easy to effect satisfactory arrangements with Indians from home than at home. I am clearly of the opinion, that if the Government should feel itself authorized to make any alteration in the present mode of emigration, and would very soon invite a small delegation to Washington, an arrangement might be made under which (with much less expense to Government) at least three-fourths of these people would be west of the Mississippi river before the expiration of this year; and unless some other plan is adopted, I will again venture to say that not one-twentieth, ay, thirtieth part will, within the same period, have left the country. I wish I had an opportunity of communicating fully to you my observations, my views, and the reasons on which they are founded. But I have already spun out this letter to a length much greater than I at first intended, and made it longer than I fear you will have either patience or time to peruse. I would be glad that you would communicate the information sought in the first part of it as early as convenient.

Very respectfully,
Your obedient servant,

WILLIAM DOUGHERTY.

Honorable E. Herring,
Head of Bureau of Indian Affairs,
Washington city.
CHAMBERS COUNTY, June 6, 1835.

Sir: In my communication some time back I informed you that I would write to you so soon as I could see Mr. McLemore, upon the subject of the charges made to the Department touching my official duty as an officer of the Government. Mr. McLemore has written a second letter to the Department explaining the first, which I hope will be satisfactory, and will supersede the necessity of certificates concerning the subject. Charge the first: That the agent has ceased to cause the parties to bring forward their Indian when a contract is contested. In that matter, Mr. McLemore is mistaken; I ever have and still pursue the same course so far as in my power lies. The two cases he has particular reference to were the cases Neok Kie and Tyler. The former I saw in Tallisee a few days after his land was certified to; he is a half-breed, and a remarkably fine-looking Indian. I was convinced he had not been before me. I informed him his land was certified to, and to attend at my office on a certain day, and if I could I would notify the other party to be there, and would try and get his land back. He attended on that day, but I had no opportunity of notifying the person who introduced the former Indian, consequently he did not attend, but one of the party to whom the land was certified to was present, and stated he was confident his copartner could introduce such proof as would satisfy me that he had bought of the right Indian, and wished the case put off. I stated to him that I would not decide on the case at that time, but I would take such testimony as the Indian was enabled to make in his favor, and file it in the office, and that he must do the same in a short time. I also told him the Indian produced such evidence that I was convinced he was the proper Indian, and that he had not sold his land, and advised the parties to give the case up; but they thought differently, and contended for a hearing. I also told the Indian that I would let him know at what time to come back, and I was convinced would recover his land. On the next investigating day (which was the first week in last month) the parties had not filed their testimony, and I decided in favor of the Indian, and gave him a certificate of his location.

In the latter case there was a mistake or accident in copying from Judge Tarrant's roll: the t was crossed and made a t of; the name stood thus, Tyter, when it should have been Tyler. The parties having the land certified to claim it under the name of Tyter, and stated if the proper name was Tyler they would give up the case, for that was not their Indian's name. The case was then put off without taking or hearing the testimony on either side, until I could ascertain from Judge Tarrant whether it was Tyler or Tyter; he wrote to me it was Tyler, and the parties gave up the case. There has been a number of cases tried and they have invariably been annulled:

As it respects my absence for three weeks and three days, that is easily accounted for: the Department wrote to me two different letters upon the subject of certifying, and stated to me that it was the opinion of the Department that the business of certifying could be done in the space of one week in each month. When I received the first communication I wrote to the Department it was impossible for me to do the business in that time, and that I should continue to certify until I heard from them. In the second communication they confirmed the first, which I received in the lat-
ter part of March. I continued to certify until about the 5th of April, and gave notice that I would certify no more until the first week in May. I have attended close to the business of my office ever since I have been in the nation, and had not appropriated a single day to my private business up to that day. I had some old unsettled business in the old settled parts of Alabama and Mobile, which it had become necessary I should attend to. I had suffered considerable loss by not attending to it sooner; and as the Department had already informed me that I would receive pay for only one week in each month, I considered the remainder my own time, and chose that favorable opportunity to attend to my private matters; but before I left I gave public notice that I should be absent for three weeks, and also gave public notice that I had appointed the first week in May for the purpose of investigating fraudulent contracts. By reference to my communication to the Department of the 7th of April, if I mistake not, I notified the Department that I had appointed the first week in May for investigations, and not approve any contracts until they heard from me, for I believed many of them were fraudulent contracts, and that I had left the nation for a short time to attend to my private matters. There are many other things I could say upon the subject to justify myself, but I think it wholly unnecessary. Mr. McLemore further states that he saw a number of contracts certified to that he knew was done with the wrong Indian. I asked him why he did not let me know the fact; he stated that he knew I did not know the Indian, and if I should stop them at that time they would introduce some other Indian when he was not present, and I would not be able to identify him; consequently I was kept ignorant of the fact until it was over.

Your obedient servant,

ROBERT W. McHENRY.

Hon. LEWIS CASS,
Secretary of War.

COLUMBUS, June 22, 1835.

Sir: I have the honor to acknowledge the receipt of an abstract from the office of Indian Affairs, of such contracts as, having been passed in my district, still remain to be approved by the President.

It had already been publicly announced that the object of my return to this place was to ascertain whether these contracts had been obtained from the persons possessing the rights to make them; and although I have now been here more than twenty days, no evidence has as yet been submitted impeaching their fairness, or sustaining the suspicion of their fraudulent procurement. I know much has been said in relation to the prevalence of certain dishonorable and dishonest practices; but whether the assertions which have been made be true or false, the difficulties of arriving at proper proof must still leave the matter in darkness and doubt. The difficulties to which I allude, as creating perplexity in the investigation, and rendering its results unsatisfactory, are those originating from the barbarous and unintellectual condition of the people with whom transactions of a peculiar character have been had—from their sudden attainment of property, without acquiring, at the same time, a proper
knowledge of its value—from not only the want of a just appreciation of their rights, but from the existence of legal impediments, which prevent their prompt vindication—from the influence of an anomalous class of extraordinary adventurers, whose management and address have enabled them to control the Indian in despite of the efforts now making to redress their wrongs—from the venality, profligacy, and worthlessness of the Indians themselves. Fully aware of the effects of their combined influence, no exertions have been withheld which could counteract their tendency; and if they have still triumphed, it is because no adequate expedient could be devised to prevent their success. Every defence, even that of the most solemn form and binding obligation, has been thrown around the right of the Indian; and although suspicions have been entertained of its non-observance, I have in vain appealed for the production of testimony in support of the charge. I am nevertheless not prepared to pronounce unequivocally that frauds may not have been perpetrated in many instances. The temptation has not been inconsiderable; and there may be those who, seduced by the immediate prospect of plunder, have not been awed even by the crime of perjury itself, from the consummation of their nefarious purposes. If there be such they have shrewdly calculated upon the circumstances of concealment, and by their adroit management have thus far baffled every inquiry that might lead to the detection of their infamous conduct, and condemnation of their ill-gotten booty.

In referring to the documents sent me, I discover that they relate exclusively to transactions which have occurred in a neighboring district. Deprived of the assistance which might be derived from similar evidence, it may well be doubted whether further inquiry will be attended with the discovery of any case requiring cancellation or reversal; nevertheless, I shall not abandon the pursuit until I hear from the Department.

I have the honor to be

Your most obedient servant,
J. W. A. SANFORD.

Hon. Lewis Cass,
Secretary of War, Washington city.

FAYETTEVILLE, TENNESSEE,
June 24, 1835.

Sir: I have the honor to acknowledge the receipt of your letter of the 6th instant, together with an abstract of Creek contracts certified by me, the approval of which had been suspended by the President of the United States, as per letter of the Secretary of War of the 28th April.

For this information you will please accept of my thanks.

I have the honor to be, very respectfully;

Your obedient servant,
J. BRIGHT.

The honorable Elbert Herring,
Office Indian Affairs, Washington city.
FAYETTEVILLE, TENNESSEE,
June 24, 1835.

Sirs: I regret that absence has delayed the receipt and answer of your letter of the 28th April, with a copy of one to Judge Tarrant, thus long; by which it seems that there are many and gross frauds committed in the purchase of Creek reservations, and asking any "suggestions that might occur to me best calculated to detect those frauds."

It would give me great pleasure indeed to aid, by the suggestions of any plan to put a stop to or even diminish those frauds; but I think it is beyond the art of human invention to put an entire stop to them; for so soon as one plan is adopted and put in execution, another is invented to evade it.

In relation to the frauds committed by procuring one Indian to assume the name of another, and thereby sell and convey away his land, is not new to me. There were a number of attempts of the kind whilst I was engaged in the business of certifying contracts, but which I think were generally detected. This was done by a strict and minute examination into all the circumstances that could give a clew to the attempted imposition; and from actual experience I think the plan suggested by yourself is perhaps better calculated than any other to put a stop to those frauds; that is, for the certifying agent to visit the different towns, or as many of them as might be necessary—and the more the better, so as not to make it too great a burden upon the agents. From experience I have found great facilities in detecting fraud by this plan.

Whilst engaged in the certifying business, I found it necessary to visit the most of the towns in my district, for the purpose of examining into and making corrections in the locating business. Whilst thus engaged I was generally attended by a great many Indian visitors, from whom I was not only enabled to detect fraud and impositions in the locations, but in certifying contracts; for if they are not bribed and tampered with they will generally tell the truth, for I have known them in many instances to tell me the truth when it operated against their own interest, and they knew it.

In confirmation of your idea upon the subject, I have known Indians while under examination before the certifying agent, in the presence of their friends and countrymen, become so much embarrassed and confused that the fraud could at once be discovered.

But I would say, that almost everything depends on a patient, strict, and scrutinizing examination by the agent at the time the deed is executed. It will not do to adopt the same mode of examination in every case; but I would suggest the propriety of a different one in almost every instance, or at least as often as the mind would be capable of producing that change. For, if the same mode of examination is pursued in every case, the purchasers soon learn it, by which means the Indians are drilled and taught the necessary answers to be made to the interrogatories put by the agent.

These are things I know from experience, and which fell within my own observation.

I do not understand in what cases justices of the peace sign blank certificates, but I would presume it was the affidavit of the value of the
land, (that for the payment of the money in good faith, &c. being done in the presence of the agent,) I would think it would be no great inconvenience to the purchasers to have all the affidavits and certificates made in the presence of the agent, (if the plan of visiting the different towns is adopted,) as I presume there are now justices of the peace in almost all the different towns in the territory, or at least in convenient distance, who might be procured to attend on the days of doing business. This would do away the frauds complained of in relation to blank certificates. The Indians are generally honest if they are left to their own will, but they are easily bribed and led away; they are also easily detected if they have or are about to do wrong. I would, therefore, again suggest the necessity and importance of a minute and strict examination of the Indian whilst before the agent.

I am unable to suggest any better plan than the one heretofore adopted and pursued to secure the Indian in a just compensation for his property; for if the oath will not bind the purchaser—if he is regardless of the law of God and man, I would then be entirely at a loss to know what plan to adopt.

I have made these few suggestions from experience and observation; if they will contribute in any way towards the detection and prevention of the frauds complained of, I will be highly gratified; but I have no doubt the agents, who are on the ground, and who have cognizance of all these things, will be able to suggest plans that will be more effectual than these that I have.

I have been much delayed in compensation for my services as certifying agent: this, I presume, has, in some degree, been owing to defects in my vouchers, and I dislike troubling or saying anything to any one except those whose duty it is to attend to it; but if you should find it convenient and within your duty, you will much oblige me by giving it some attention.

I have the honor to be, very respectfully,

Your obedient servant,

J. BRIGHT.

The honorable Lewis Cass,
Secretary of War, Washington city.

MARDISVILLE, ALABAMA, June 27, 1835.

Sir: The undersigned begs leave most respectfully to submit for your consideration the following affidavits, explanatory of the part he has acted in the purchase of south half of section eighteen, township eighteen, range six east, in the Coosa land district, from an Indian called Klastiko. The motives which have induced him to pursue this course he will briefly explain. On the 13th day of December last, an affidavit, in the form of a petition, was forwarded on to the Department by Messrs. John Bass and Thomas Ellicott, in which he stands charged with having procured the above said land through fraud and violence; that he procured a Mr. Pierce, who was a man of bad character and of great violence, to get several men, and to go and forcibly arrest the Indian, and to bring him to Chinnubby's, where he, your memorialist, was stationed, and where
("professing to know nothing of previous arrangement.") he, in this manner, effected a purchase from said Indian of his land, for an inadequate price, to the exclusion of Mr. Elliott, who, as the petitioner asserts, had conditioned for the said land, and had always acted in good faith towards the Indian. Those charges are of grave import; and, if true, would justly ruin any man, and sink him in the estimation of an honest community. It is therefore a duty which your memorialist owes to himself, to his family, and to the Department; to wipe off the stigma which is there attempted to be placed upon his character, and to correct any wrong impression which this petition may have made upon the mind of the Department.

The allegations contained in the petition are set forth in an imposing form, being sworn to by Mr. Bass, and certified by Mr. Elliott, to whose good character for veracity Mr. McConnel has given the sanction of his name, with the additional reference to the honorable Judge McC., for his own.

As regards the character of your memorialist, as an evidence of the truth of this his refutation to those charges, he would respectfully refer the Department to any honorable man acquainted with him, to any member of Congress from Alabama, or to the subagent himself. He will take occasion in the outset to remark, that those charges, so far as fraud is implicated in the purchase of Klastitko's land, are entirely false, and wholly without the least foundation or shadow of truth. This assertion your memorialist will be fully able to establish, upon a fair investigation of the matter, to the satisfaction of any unprejudiced mind. He however objects to the mode of investigation which has been allowed heretofore in this case; which is, to permit the hearsay testimony of any and everybody to be given in evidence. If the land alone was at stake, I should raise no objection to even this mode; but when my reputation and character is implicated, I would prefer being tried by some more certain test than the malignant reports of some persons, (prejudiced against what they term speculators,) who, perhaps, are dead, or have left the country; which reports are reiterated from one person to another, until at length they reach the ear of the investigator, in the specious form of testimony.

The following affidavit—withstanding the attempts on the part of complainants to lug in various persons as parties to the controversy, and this too by vague hearsay testimony only, which persons were in no wise concerned in the matter—contains a true and unvarnished statement of the transaction. Your memorialist has made this affidavit, not with a view to supersede the necessity of other testimony, but, as before stated, because the situation in which he is placed requires it of him.

All which is most respectfully submitted.

THOMAS McELDERRY.

Hon. Lewis Cass,
Secretary of War.

Chambers County, Alabama, June 30, 1835.

Dear Sir: I hope you will excuse me for troubling you so often: my only apology is, that, in my Indian affairs, I feel disposed to act according
to the law regulating such matters. Cases will occur calculated to baffle the judgment of most of us, in this section of the country. For instance: a man and his wife both are located, and get land; the husband sells his land, and his wife dies before she sells; the whites administer on the land; this I think is not according to any law with which I am acquainted in the United States. If the husband had died, it would be considered a deceased estate; but, when the wife dies, it cannot be so considered. And, further, Indians so related have enrolled for emigration, or would enrol, were it not for the awkward situation in which the administration places them, by keeping the matter in court so long. Most likely without some way is pointed out by the Government, many will be defrauded out of their rights.

Under the circumstances—if a man were to take the power of an attorney, what would be the consequence, or what method would your superior judgment suggest?

Again: the husband dies, and leaves a wife and several small children; which is a plain case, were it not for the peculiar situation of the Indians. The Indians, according to the treaty, have to emigrate next year, or go on their own expense afterwards. According to our laws, the mother gets her share of the estate; no one is authorized to receive the children’s share, of course it is left in the hands of the administrator. The children are taken to Arkansaw, leaving their estates in Alabama. It necessarily follows that the money will in many cases lie in the hands of the administrator forever. Would a power of attorney—a deed of conveyance from the mother, who is their natural guardian, answer in this case?

A prompt answer to the above will be thankfully received, by

Your humble servant,

ELISHA RAY.

COLUMBUS, GEORGIA, July 2, 1835.

Sir: I answer to yours of the 18th June, I will simply state, in every instance where my name is assigned to a certificate the Indian was before me, and the money actually paid in my presence, except some four or five cases, where the Indian was sick or a cripple, and no probability of his ever being able to appear before me; and in those cases I have appointed the different persons who saw the money paid, and was qualified to the same. The facts are always stated in the certificate. I think I shall be able to reach and uproot very near or quite all of the frauds that have been practised in my district. From the best information I can gather, I think the number will exceed four hundred.

Very respectfully,

Your obedient servant,

ROBERT W. McHENRY.

Hon. LEWIS CASS,
Secretary of War, Washington city.
MARDISVILLE, ALABAMA, July 3, 1835.

Sir: I have received yours of the 1st ultimo, enclosing an abstract of unapproved contracts now in the possession of the Department. I deem it proper to avail myself of this opportunity to forward you an abstract of contracts which are not included in the abstract which you have sent me, nor have they been returned to this office, either as approved or unapproved contracts, and must either be mislaid or sent to some other office, or suspended for further consideration. Some of them have been returned to this office for correction, and have been corrected and returned to the Department. The purchasers have become anxious to learn what has become of them.

A list of invalid contracts will be forwarded as soon as practicable.

I am, sir, with due respect,

Your obedient servant,

LEONARD TARRANT.

E. HERRING, Esq.,
Office of Indian Affairs, City of Washington, D. C.
ABSTRACT of Creek contracts which have been forwarded to the Department, and which have not been returned to this office, nor are they included in the abstract of unapproved contracts lately forwarded from the Department to this office.

<table>
<thead>
<tr>
<th>No. on the roll</th>
<th>Towns</th>
<th>Reservees' names</th>
<th>Purchasers' names</th>
<th>Half section</th>
<th>Section</th>
<th>Township</th>
<th>Range</th>
<th>Date</th>
<th>No. of contracts</th>
<th>Before whom certified</th>
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<tbody>
<tr>
<td>51</td>
<td>Conchartettee</td>
<td>Latiga &amp; Melecher, heirs of Cusitar Fixico dec.</td>
<td>Jesse Durin</td>
<td>W.</td>
<td>8</td>
<td>17</td>
<td>5</td>
<td>February 18, 1834</td>
<td>60</td>
<td>James Bright.</td>
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<td>109</td>
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<td>Stim of oge</td>
<td>James M. Connor</td>
<td>S.</td>
<td>4</td>
<td>17</td>
<td>6</td>
<td>March 5, 1834</td>
<td>93</td>
<td>Ditto.</td>
</tr>
<tr>
<td>38</td>
<td>Echeseehogee</td>
<td>War lokate</td>
<td>Charles McLemore</td>
<td>E.</td>
<td>13</td>
<td>22</td>
<td>24</td>
<td>June 27, 1834</td>
<td>184</td>
<td>Ditto.</td>
</tr>
<tr>
<td>7</td>
<td>Kohomutskigartokar</td>
<td>East char co gie</td>
<td>Hutton, Stroud, &amp; Doherty</td>
<td>S.</td>
<td>36</td>
<td>24</td>
<td>24</td>
<td>July 15, 1834</td>
<td>203</td>
<td>Ditto.</td>
</tr>
<tr>
<td>44</td>
<td>Ditto</td>
<td>Easter char co che</td>
<td>James Hutton</td>
<td>E.</td>
<td>2</td>
<td>23</td>
<td>24</td>
<td>February 22, 1834</td>
<td>18</td>
<td>Leonard Tarrant.</td>
</tr>
<tr>
<td>10</td>
<td>Emarhe</td>
<td>Pok ker hadjo</td>
<td>James J. Harrison</td>
<td>W.</td>
<td>11</td>
<td>21</td>
<td>4</td>
<td>May 27, 1834</td>
<td>153</td>
<td>Ditto.</td>
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<tr>
<td>74</td>
<td>Pockentallehasssee</td>
<td>Ohas kee</td>
<td>E. Corley and others</td>
<td>S.</td>
<td>6</td>
<td>22</td>
<td>18</td>
<td>Novemb. 11, 1834</td>
<td>74</td>
<td>Ditto.</td>
</tr>
</tbody>
</table>
MARDISVILLE, ALABAMA,
July 15, 1835.

Dear Sir: I had just completed a synopsis of all the contracts impeached, either in mine or Colonel Bright’s office, from the commencement of certifying contracts to the present time, when I received a letter from C. A. Harris, acting Secretary of War, dated June 18, 1835, in which I am directed to “prepare and transmit a complete list of all the contracts to which I have found no objection in the re-examination I have made.” As it would require a considerable time to make out a list of the contracts to which no objection had been made, and as I shall be called from home to attend a council of the tribe, which is to meet for the purpose of assigning the twenty-nine sections given to the tribe by the late treaty, I have deemed it proper to send the enclosed list or synopsis of contracts to which objections had been made, of which only fifteen are in the possession of the Department; they are marked thus: and the numbers of the contracts are 250, 320, 321, 322, 327, 409, 429, 434, 460, 467, 474, 497, 508, 514, and 521. The balance of the contracts in possession of the Department, I consider valid, as no objection has been made to them. The balance of the contracts mentioned in the enclosed list, except contract number 267, which has been approved by the President, and is now in the possession of the purchaser, are in my possession. All the rest of the contracts—not included in this synopsis, except the contract with Latiga and Milecher, heirs of Cusse-tar Fixico, with Jesse Duren, for W. 8, 17, 5, No. 51, Conchartetie roll, I consider also valid, which contract is before the Department for its decision. For a further explanation of the enclosed document, I must refer you to the column headed “Observations and Remarks,” which are made opposite the contracts, and which have been written alternately in red and black ink, to prevent mistakes in reading.

You will perceive that I have permitted the right owner to sell his land when I have been satisfied the first purchase was fraud; but in all such cases the second purchaser agrees to risk the consequences. Several have acknowledged that their contracts were invalid; in all such cases I have not hesitated to let the right Indian dispose of his land.

I am, sir, very respectfully,

LEONARD TARRANT.

Hon. Lewis Cass,
Secretary of War, Washington.

P. S. Will it be necessary to make out a list of the contracts which I consider valid, after furnishing the enclosed?

L. T.
**SYNOPSIS of Contracts to which objections have been made.**

<table>
<thead>
<tr>
<th>Number of contract</th>
<th>Number on the roll</th>
<th>Towns</th>
<th>Reserve</th>
<th>Location</th>
<th>Purchaser</th>
<th>Date</th>
<th>Observations and Remarks</th>
</tr>
</thead>
<tbody>
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<td>87</td>
<td>37</td>
<td>Cheroah</td>
<td>Lucher Hadjo</td>
<td>N 7 18 6</td>
<td>David Hubbard</td>
<td>1834</td>
<td>Since sold to R. H. Ware, by consent of the first purchaser.</td>
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<tr>
<td>116</td>
<td>108</td>
<td>Chockolocko</td>
<td>Charley</td>
<td>W 23 16 8</td>
<td>William Vardeman</td>
<td>Feb. 10</td>
<td>This contract still under investigation.</td>
</tr>
<tr>
<td>159</td>
<td>10</td>
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<td>Mit-tal-he-ge</td>
<td>W 30 23 20</td>
<td>James Hall</td>
<td>Apr. 9</td>
<td>Do do do</td>
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<td>239</td>
<td>42</td>
<td>Rabbit</td>
<td>Wat-kos-ko-ro</td>
<td>N 3 16 9</td>
<td>John S. Hanna</td>
<td>Jun. 18</td>
<td>Do do do</td>
</tr>
<tr>
<td>241</td>
<td>62</td>
<td>Abineeseche</td>
<td>Chart Yoholo</td>
<td>W 24 16 10</td>
<td>Andrew Turnipseed</td>
<td>Aug. 23</td>
<td>Resold by the right Indian to Wm. Walker, of Benton county, which is also detained for further investigation.</td>
</tr>
<tr>
<td>232</td>
<td>37</td>
<td>Hatchet creek</td>
<td>Konoc Yoholo</td>
<td>S 4 24 20</td>
<td>Malcolm Gilchrist</td>
<td>Sep. 24</td>
<td>Resold to William McGehee, which contract is also detained for further investigation.</td>
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<tr>
<td>267</td>
<td>23</td>
<td>Wewoak-kar</td>
<td>Sim-man-ne-che</td>
<td>S 19 21 19</td>
<td>Walker Reynolds</td>
<td>Oct. 7</td>
<td>The Indians say the wrong Indian sold this land. This contract has been approved, and is now in the hands of the purchaser.</td>
</tr>
<tr>
<td>223</td>
<td>75</td>
<td>Wewoak-har</td>
<td>Im-borsa</td>
<td>E 27 21 18</td>
<td>Malcolm Gilchrist</td>
<td>1835</td>
<td>L. TARBANT, Certifying Agent.</td>
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<td>Pockoncallahasse</td>
<td>Ohazkee</td>
<td>S 6 22 18</td>
<td>E. Corley &amp; Co.</td>
<td>Dec. 8</td>
<td>The Indians say this contract was made with the wrong Indian. The deed is approved, but has not been taken out of the office.</td>
</tr>
<tr>
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<td>104</td>
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<td>Sally</td>
<td>E 9 22 20</td>
<td>Do</td>
<td>Nov. 11</td>
<td>Do do do</td>
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<td>Wewoak-kar</td>
<td>Sil-ahp-lo-gar</td>
<td>W 14 20 18</td>
<td>Malcolm Gilchrist</td>
<td>Dec. 4</td>
<td>The Indians say this woman has been dead 12 months. The deed is approved, but has not been given to the purchaser.</td>
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<td>Kocho Fixico</td>
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<td>E. Corley &amp; Co.</td>
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<td>The Indians say the wrong Indian sold this land. The contract is approved, but remains in the office.</td>
</tr>
<tr>
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<td>Chofolope Hadjo</td>
<td>N 30 22 20</td>
<td>Do</td>
<td>Dec. 4</td>
<td>Repurchased of the right Indian by the purchaser, who acknowledges this contract to be fraud.</td>
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<tr>
<td>322</td>
<td>11</td>
<td>Oaktar-sar-see</td>
<td>Oaktar-sar-see Hadjo</td>
<td>N 8 23 21</td>
<td>Do</td>
<td>Oct. 14</td>
<td>The Indians say the wrong Indian made this contract.</td>
</tr>
<tr>
<td>327</td>
<td>85</td>
<td>Wewoak-kar</td>
<td>Tim-me-wock-ar</td>
<td>W 26 21 18</td>
<td>Malcolm Gilchrist</td>
<td>Oct. 14</td>
<td>Do do do</td>
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JAMES BRIGHT, Certifying Agent.
SYNOPSIS—Continued.

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<td>Arbiocoo-chee</td>
<td>Tolmarsee Emarthla</td>
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<td>Andrew Turnipseed</td>
<td>1835.</td>
<td>L. Tarrant, Certifying agent.</td>
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<td>Tallassechatchee</td>
<td>Woxe Hadjo</td>
<td>W 9 14 7</td>
<td>E. Corley &amp; Co.</td>
<td>Jan. 3</td>
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<td>Ulesgar</td>
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<td>John Caffey</td>
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<td>Agingatahe</td>
<td>W 13 22 20</td>
<td>E. Corley &amp; Co.</td>
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<td>Starthle</td>
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<td>Do</td>
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<td>E 14 20 18</td>
<td>Albert G. Wall</td>
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<td>33</td>
<td>Sockopartoy</td>
<td>Hotulga Hadjo</td>
<td>E 27 24 20</td>
<td>E. Corley &amp; Co.</td>
<td>Feb. 2</td>
<td>The Indians say the right Indian died about one year ago.</td>
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<td>Hatchet creek</td>
<td>Woxe Yoholo</td>
<td>N 32 21 6</td>
<td>E. Corley &amp; Co.</td>
<td>Jan. 29</td>
<td>The Indians say the wrong Indian made this contract, as the right one was dead in 1834.</td>
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<tr>
<td>514</td>
<td>5</td>
<td>Fish pond</td>
<td>Istoturf Hogey</td>
<td>N 26 23 20</td>
<td>Towns and Winslett</td>
<td>Feb. 27</td>
<td>The Indians say the wrong Indian made this contract, as the right one was dead before the contract was made.</td>
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<td>Wewsk-kar</td>
<td>Iswigo</td>
<td>N 21 21 19</td>
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<td>1834.</td>
<td>The Indians say the wrong Indian made this contract.</td>
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<td>154</td>
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<td>Hilluba</td>
<td>N 6 24 19</td>
<td>Alex. McLaughlin</td>
<td>May 29</td>
<td>Do do do</td>
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<td>186</td>
<td>36</td>
<td>Chockolocko</td>
<td>Cho Yoholo</td>
<td>E 10 17 7</td>
<td>Denarbus Hughes</td>
<td>Sept. 8</td>
<td>This contract is fraud. Daniel McLaughlin, agent for purchaser, has been presented by the grand jury for forgery, and has absconded.</td>
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<tr>
<td>216</td>
<td>34</td>
<td>Chearhaw</td>
<td>Klaskeet-ka</td>
<td>S 18 18 6</td>
<td>Thos. McElderry</td>
<td>Oct. 27</td>
<td>This contract has been approved, but is detained by order of the commissioner for investigation.</td>
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<td>270</td>
<td>39</td>
<td>Tallassechatchee</td>
<td>Hogtotee Yoholo</td>
<td>W 3 15 7</td>
<td>Henry Hollingsworth</td>
<td>Nov. 20</td>
<td>This contract is undergoing an investigation, which will be completed as soon as possible.</td>
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<td>14</td>
<td>Sockopartoy</td>
<td>Harthun Hadjo</td>
<td>W 22 23 20</td>
<td>Thomas Goodwin</td>
<td>26</td>
<td>This contract is fraud. The right Indian produced his certificate, and has since sold to Perren Wasser. The purchaser acknowledges this contract fraud, and it has been sold by the right Indian to W. Whateley.</td>
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<tr>
<td>349</td>
<td>74</td>
<td>Hillabee</td>
<td>Jack</td>
<td>W 17 24 21</td>
<td>E. Corley &amp; Co.</td>
<td>Dec. 13</td>
<td>This is acknowledged by the purchaser to be fraud, who has since repurchased of the right Indian.</td>
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<td>Owner</td>
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<td>S 36 23 20</td>
<td>Walker Reynolds</td>
<td>Jan. 22</td>
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<td>Illis Fixico</td>
<td>W 5 19 19</td>
<td>Isaac P. Pond</td>
<td>April 1</td>
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<td>Jan. 25</td>
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<td>George Tallissee</td>
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<td>Charles Caffee</td>
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<td>Kin-narth Hadjo</td>
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<td>Thlathlo Yoholo</td>
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<td>Talmarse Henchar</td>
<td>W 19 23 21</td>
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<td>Illis Hadjo</td>
<td>E 13 23 20</td>
<td>Do</td>
<td>12</td>
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</table>

Acknowledged to be fraud, and repurchased by the first purchaser and Mr. Thomas.

Said by the Indians to have been made by the wrong Indian.

Do
Do
Do

Impeached by white people, and undergoing an investigation.

Acknowledged by the purchaser to be fraud, and has since been sold by the right Indian to William B. McClelland.

This contract is said by the whites to be fraud, and is detained for investigation.

Acknowledged to have been purchased from the wrong Indian, and repurchased from the right one by the first purchaser.

The Indians say the wrong Indian made this contract.

Do
Do
Do

Resold by the right Indian to Walker Reynolds.

The Indians say the wrong Indian made this contract.

Do
Do
Do

Resold by the right Indian to Walker Reynolds.

The Indians say the wrong Indian made this contract.

Do
Do
Do

Resold by the right Indian to Walker Reynolds.

The Indians say the wrong Indian made this contract.

Do
Do
Do

Resold by the right Indian to Walker Reynolds.

The Indians say the wrong Indian made this contract.

Do
Do
Do

Resold by the right Indian to Walker Reynolds.

The Indians say the wrong Indian made this contract.

Do
Do
Do

Resold by the right Indian to Walker Reynolds.
SYNOPSIS—Continued.

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<th>Number of contract</th>
<th>Number on the roll</th>
<th>Town</th>
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<th>Location</th>
<th>Purchaser</th>
<th>Date</th>
<th>Observations and remarks</th>
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<tr>
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<td>Fish pond</td>
<td>Sopo-lo-ke</td>
<td>N 12 22 20</td>
<td>E. Corley &amp; Co.</td>
<td>Mar. 14</td>
<td>The Indians say the wrong Indian made this contract.</td>
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<td>Oakchog</td>
<td>Ubihearch-kar</td>
<td>E 24 22 19</td>
<td>Do</td>
<td>14</td>
<td>Do do do</td>
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<td>643</td>
<td>13</td>
<td>Wewoak-kar</td>
<td>Enoto Nugga</td>
<td>E 3 20 18</td>
<td>Fras. M. Hamilton</td>
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<td>Emarthlar Yoholo</td>
<td>N 35 22 21</td>
<td>E. Corley &amp; Co.</td>
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<td>Kialige</td>
<td>Holcassie</td>
<td>S 23 21 21</td>
<td>Do</td>
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<td>Do do do</td>
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<td>Yoholo Hadjo</td>
<td>W 32 21 19</td>
<td>Joseph B. Cleveland</td>
<td>Mar. 14</td>
<td>Acknowledged by the purchaser to be involved.</td>
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<td>Pochishatcha</td>
<td>Netardy</td>
<td>6 &amp; 7 19 18</td>
<td>Edward Haurick</td>
<td>Apr. 23</td>
<td>The Indians say the wrong Indian made this contract.</td>
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<td>Arbiccoochee</td>
<td>Chah-ne-he</td>
<td>E 9 17 10</td>
<td>Driver and Porter</td>
<td>24</td>
<td>Do do do</td>
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<td>772</td>
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<td>Wewoak-kar</td>
<td>Sar-Jore</td>
<td>N 11 20 18</td>
<td>Ausburn B. Coker</td>
<td>24</td>
<td>Do do do</td>
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<td>50</td>
<td>Arbiccoochee</td>
<td>Arsarhie</td>
<td>E 27 16 10</td>
<td>George Davinport</td>
<td>May 19</td>
<td>The Indians say this Indian is not the right owner, as</td>
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<td>830</td>
<td>41</td>
<td>Babbit</td>
<td>Sally</td>
<td>W 33 15 9</td>
<td>Thomas Goodwin</td>
<td>19</td>
<td>that one was dead before the sale.</td>
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<td>847</td>
<td>73</td>
<td>Tallassehatchee</td>
<td>Sin-hawhe</td>
<td>S 32 14 7</td>
<td>Fras. M. Thomson</td>
<td>21</td>
<td>The Indians say the wrong Indian made this contract.</td>
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The Indians say the wrong Indian made this contract.

The Indians say this Indian says the purchase money took the purchaser, took the purchase money from her except $500.
Chambers County, July 22, 1835.

Sir: I have succeeded, in my investigations, in detecting the frauds practised before me much better than I had anticipated. In Chatlocksofkar, Ufawla, Kohomusto, Keigatskeer, and Kedegeetown, there were one hundred and sixty-four claims, which stood for correction. Out of that number I found, upon investigation, one hundred and forty-two fraudulent contracts, and were set aside; the remainder, twenty-two, yet remain for investigation. Next week I expect to be in Tuckabatchee, according to appointment, to see what can be done there; on my return, I will report to you again. The plan which I have pursued is simply this: first visit each town and require the chiefs to call their people together; I then state to them I wish to enrol the names of all those that have had their lands stolen from them, (as it is called here.) I also require them to state to their people that, if any should come forward and complain that have sold their land, they (the chiefs) would immediately inflict corporal punishment on them. I am happy to state that there has not been a single instance, as yet, of an Indian complaining improperly. I, at the same time, inform the chiefs at what time I will be in their town again, for the purpose of trying or investigating the fraudulent claims; I then notify the purchasers of the time and place of trial, and require them to bring forward their Indian from whom they made the purchases. If they have made the purchase from the proper Indian, he is always present at the investigation, and is easily identified. This course, I think, is the shortest, easiest, and the only correct method to pursue to do justice to the Indians and arrive at the truth. I hope the Department will approve of the course which I have pursued, and write to me upon the subject. I have no doubt that frauds have occurred to as great an extent in General Sanford's district as in my own. A number of Indians in his district, under the impression that I was investigating and getting back their stolen lands, have complained to me. I have stated to them that I was not the agent for that district, and informed them he lived in Columbus, Georgia; they stated they are afraid to go there; that the white people tell them they will be put in jail there, and by this means deter them from going there to complain. A number of Indians sold and were certified to this last week. They are fearful they will be cheated out of their lands a second time, and I think the height of them will sell in the course of two or three months.

Very respectfully,
Your obedient servant,
ROBERT W. McHENRY.

Hon. Lewis Cass, Secretary of War.

MARDISVILLE, ALA., August 1, 1835.

Sir: With the consent of the chiefs who were in attendance and composed the late council at Sicholichu, another council was appointed to meet at Peter Dudley's, near the line of Chambers and Tallapoosy counties, on the 22d of last month, for the purpose of assigning the twenty-nine sections under the late treaty with the Creek tribe, as they had, by their di-
visions, been unable to do it at that time. It was hoped that the business would have been completed at the time and place appointed, but for the want of a full council, I regret to say, nothing was done. There was, however, a large majority of the chiefs and head men of the tribe present, but on account of the absence of Tuskenehaw and Neah Micco, and many of the lower chiefs, it was considered that the council was not complete. Those of the council who were present say that Tuskenehaw, by Captain William Walker, had put out a report that the council was postponed, which prevented Neah Micco and the other lower chiefs from attending, and Dr. McCombs, an Indian countryman, confirms what they said. One thing is certain, that the chiefs are much divided in assigning and disposing of those lands, and that speculators are using their influence to promote their own private and particular interests, which has and will create great confusion and distraction in the councils of the Indians. Some contend that William Walker has purchased those lands, or a part of them; others wish the lands to be assigned to some persons, being Creeks, that will dispose of those lands, and apply the proceeds to the payment of debts of the tribe. These last are the most numerous, and the first have Tuskenehaw at their head, and are but few in number.

Being satisfied that it is impracticable to assemble a full council at this time, I have yielded to the request of those who were in attendance, which is, that I should write to the Department requesting the President to order the agent to convok a council of the tribe at some place and time to be fixed by the agent, and to recognise those who do attend as a full council, possessing the power to make the assignments required by the treaty. Such an order, I have no doubt, would produce a full council of all the chiefs. I will, therefore, make no further attempts to assemble the Indians on this business, until I hear from the Department. Please let your advice and instructions be full upon this subject, as I find but little difficulty in doing business with the Indians when they are informed that the Department directs the course which I pursue, and it prevents in a great degree the interference of the whites, who are always contending for something illegal and improper, like Captain Walker, that his purchase of these lands are good before the assignment.

I am, sir, very respectfully,
Your most obedient servant,

LEONARD TARRANT.

ELBERT HERRING, Esq.,
Office Ind. Affairs, City of Washington.

MARDISVILLE, ALABAMA,
August 9, 1835.

SIR: Daily applications by Indians and white men are making for the certification of contracts; some of the Indians say they wish to emigrate. It seems to me that it would promote the interest of all parties to suffer the Indians to sell in my district as well as the other. Doctor McHenry has been certifying for some time, and it seems to be the opinion of the people that I am neglecting my duty. If any orders have been issued
to me to recommence certifying, they have not been received; and from the following instructions in your letter of the 28th of April last, I feel unauthorized to commence the business until I am directed to do so by the Department. In that letter I am instructed—

"Under existing circumstances you suspend the certifying of all contracts until you receive directions to renew it from the Department."

It is, however, proper to state that there may be a few fraudulent contracts not yet detected, as some few have been discovered since my report. But the commencement of certifying contracts will not prevent the detection of those few contracts that may still remain undetected, and may have escaped the vigilance I have been able to exercise.

I am, sir, very respectfully,

Your most obedient servant,

LEONARD TARRANT.

Hon. LEWIS CASS,
Department of War, city of Washington, D. C.

CHICKASAW NATION,
August 12, 1835:

Sir: Circumstances make it important for us to complain to you, not as individuals, but as a nation, and it is also important to us to inform the President, through you, of the impositions intended to be practised on us by a set of speculators, who, contrary to treaty stipulations, have made contracts with our ignorant people for their lands, employing such of the intelligent part as they could, to tell any story, make contracts in any way they can. The whole nation is now purchased up under this arrangement, at about $500 per section, and seldom more than from five to twenty dollars advanced on each section. They tell the Indian "You must sell, the agent says you must," and they are so ignorant as to believe they must do anything the agent says. There is not the first contract made agreeably to treaty. No contract is valid unless it has the certificate of the agent and commissioners of the nation, and approved by the President, but strange to say, we understand that the agent will give preference to the oldest contract thus made. If A purchases an Indian reservation in May or June at $500, and B has purchased the same land, or is willing to give $5,000 in September, or at the investigation, ought A to be entitled to the land at $500 for no other reason than he made an illegal and fraudulent contract, that is not recognised by treaty? Ought not the best price to govern at the investigation, without regard to dates? If you will make it known that those contracts are not valid, to the public, and that no respect will be paid to any unless they conform to the treaty, and let the public know, then we will get a fair price for our lands, and honest white men will not be kept out of the market.

It will be urged that the arrangements the speculators have made will get rid of the Indians sooner than any other; in this the Government will not; we are certain, be imposed on, for it will be no more trouble to see the Indians get a fair price, than to rob them of their lands, and if the contracts of the speculators meet the approbation of the Government, a number would never be able to move with the small pittance they would receive for their lands.
We have every confidence in the President, and believe he will have the
treaty fulfilled to its letter, and that he will correct the evil complained of,
instruct the agent and commissioners that there is no contract known to them:
by dates, and for them to let it be known to the public when contracts will
be investigated for different ranges and townships; to give all an equal
chance who want land, and ensure the best price for the Chickasaw, giving
sufficient time for all that wish, to avail themselves of that privilege, and
not dates, but considerations in making contracts have the preference. We
have understood one of the company now at Washington, is there for the
purpose of having an investigating agent appointed to serve their views.
We ask a continuation of that protection which we have hitherto re­
ceived from the President, and that justice may be dealt out to us, and we
assure our great father the President, we never had greater need for his
assistance and protection against our more intelligent white brothers, and
do hope that he will secure to us our rights agreeably to treaty, and
remedy the evil complained of. And as this is the sentiment of the whole
nation, we deem it unnecessary to subscribe names; you will receive it as
from the Chickasaw people or nation, and we will ever remain your friends.

CHICKASAWS.

COLUMBUS, August 18, 1835.

SIR: Upon my return from Washington last week to this place, I was
honored with your letter of the 1st ultimo, in reply to mine of 22d June.
In further explanation of the course which has been pursued by myself,
in the investigations which have been required to be made, I would beg
leave to remark that, both before and during the progress of the inquiry,
the chiefs of the various towns composing my district, were not only no­tified
of the determination of the Department to cause justice to be done
to their people, but they were specially invited to point out such cases
as required the remedial interference of the agent. The result, to the
22d June, has already been communicated; and, although the investiga­tion
has since been persisted in, until the 10th ultimo, no facts have
been exhibited of a character to discredit the proceedings which have
heretofore taken place before me. From not only the continued want
of this evidence, (and it has been sought in every quarter,) but from the
vigilance and care which have been exercised in the first instance
to prevent the occurrence of fraud, together with the solemn asseveration
of the purchaser touching the truth and fairness of the transaction in
question, it would perhaps be unjust not to regard the contracts passed
in this district as entitled to the sanction of the President; and they are
accordingly submitted for that purpose, and permission asked to be dis­
charged from a further consideration of that subject.
I have the honor to be,

J. W. A. SANFORD.

Hon. Secretary of War.

MILLEDGEVILLE, May 25, 1835.

SIR: I will probably leave here in the morning for Columbus, and have
to request, if you have not already done so, that you will forward to me
at that place, an abstract of such contracts as you may wish reviewed by myself.

I have the honor to be,
Your most obedient servant,

J. W. A. SANFORD.

Hon. Lewis Cass,
Secretary of War, Washington City.

STATE OF ALABAMA, CREEK,
August 25, 1835.

DEAR SIR: The nation of which we are chiefs have never found you wanting in disposition to do them justice, as far as you could, and they therefore appeal to you now with confidence. It has been made known to you before that wrong had been done, and frauds committed on many of our people by the whites, who have managed to get their land by hiring one Indian to assume the name of another. This has been done in obtaining a great portion of lands belonging to the Indians in the Cusseta, Ufalsa, Uchee, and other towns, which can be made to appear whenever those whose land has been stolen can have a chance to show it. We know that you sent our friend General Sanford to investigate these frauds, and have justice done to those that have been wronged. He could do nothing, because the Indians were afraid to go to Columbus, being alarmed at what was told them. When the agent, General Sanford, came to Columbus to attend to this investigation, I, Neomica, as head chief of the nation, called on him, when he informed me that he had returned to look into the frauds, and that I must let the Indians in his district know it. I accordingly informed the Indians, who, as soon as they got the information, a great many of them that had never sold their land came to my house on their way to Columbus to meet the agent. Whilst at my house, and at other places, they were told by the linguists that had been employed by the whites to purchase land, that all the agents and other persons wanted was to get them to Columbus, in order to arrest some of them for old debts, and enrol and send the balance to Arkansas. This so alarmed the Indians, that none of them could be prevailed on to go before the agent. I then wrote to the agent to meet the Indians on the Alabama side of the river, where they would be free from the fears of arrest and enrolment; but he refused to meet them there, from what cause we do not know. Soon after this he left for Washington city. Now, on his return from there, he states that nothing can or will be done further, and that he has written to you to approve all the contracts. In addition to the above, we would state that many of the Indians, whose land has been wrongfully taken from them, live a considerable distance down the river, and before they heard the agent had returned to investigate their claims, and could get to Columbus, the agent had left there for Washington city. From all this you will see that, although many of the Indians have been wronged and defrauded by the unjust conduct of some of the speculators, they have had as yet no chance to be righted.

The time is approaching when the Indians will have to emigrate, and many of them are now willing to go; but as they have received nothing for their land, and feel that they may yet be righted by the President, they
make this last appeal to his justice, and desire to remain until the frauds can be detected, and they have a chance to sell the land granted them by the treaty. For this purpose they hope the President will appoint an agent, (one acquainted with the Indians, and in whom they can place confidence,) with instructions to visit the chief towns and other places in the nation, where they can meet him without fear, and prove before him the frauds that have been committed upon them. We know of our knowledge that many have lost or are likely to lose their land, who never have sold or pretended to sell, and it will be made plain, if an agent can be sent among us as desired. There are many Indians, also, who have never yet sold their land, or had it taken fraudulently. These are desirous of selling, that they may make preparation to emigrate; but as there is at this time no certifying agent, they have no chance to sell. We desire the President, therefore, to give the agent above requested (if he shall be good enough to appoint one) full power to certify and sign contracts hereafter to be made. The Indians, as our friends well know, are ignorant of their rights, and easily imposed upon. Many of the whites are unjust, and take advantage of their ignorance. In buying their lands, frauds have been committed which can be brought to light. We do, therefore, make this most earnest appeal to our great friend, the President, that, as far as he can, he grant us what we do not believe he can deny to the feeble and the injured. If he can do nothing for those of our nation that have been injured, they must submit to it; but if he can, it will be an act of justice to the oppressed, and of punishment to those that have wronged them.

Nei Mico, his x mark.
E-fa Ematlor, or Chumally, his x mark.
Tuckabatchee Fixico, his x mark.
Cappceche Yarbolor, his x mark.
Nehar Thlocko, his x mark.

Witness: B. MARSHALL,
PADDY CARR.

To the President of the United States.

Extract of a letter from Colonel B. Reynolds to the honorable Elbert Hering,
Commissioner of Indian Affairs, dated

CHICKASAW AGENCY, August 27, 1855.

To show more clearly the situation in which I am placed, let a few facts be submitted. A great portion of the nation have abandoned their homes and employment, and are making no provision for the future. They crowd around the agent and chiefs, wherever they may be so engaged in business, requiring to know where their land is located, and teasing the agent and chiefs for the right to draw a portion of the money on the sales of the lands, for there are hundreds of purchasers who tell them they are ready to pay the money whenever the agent and chiefs direct, which is done to allay the excitement caused by the necessary delay, the reasons for which many of them cannot comprehend, and for want of employment they resort to dissipation; and the only means I see for checking this growing evil, is their speedy removal. To accomplish an object so desirable, every means should be used to effect a speedy sale of their lands; for it is a fact well
known by all conversant with the Indian character, that they will not emigrate while they have an interest in their ceded country, and the obstacles towards a speedy and satisfactory settlement of the Indian interest in this country are daily developing themselves. I beg leave to name a few of them, and suggest the remedy, upon which the Department can improve. At the same time, it affords me pleasure to state to the Department that most persons engaged in purchasing land of the Indians have showed a perfect willingness to be governed by the treaty, and the regulation adopted by the Department for carrying it into effect. Yet there are others whose business seems to be to create confusion, and leave no means untried to effect their purpose; through negroes and base interpreters they persuade the Indians to believe that the reasons why the agent and chiefs will not suffer them to draw money on their lands, is, that these officers wish to handle the money themselves. Those persons have two objects in view. Many of them have small trading-houses and tippling-shops in the country, and if the Indian should receive his money, their chance will be good to fitch it out of him; and others, connected with them, expect to buy land, and pay for it with goods and whiskey, although I have given public notice that no store-accounts or whiskey-bills would be allowed in payment of Indian lands.

To ensure the Indian the benefit of the money arising from the sale of his land, and for the character of the officers whose business it is to carry the treaty into effect, I would respectfully suggest that all money paid on account of Indian lands [reservations] be paid to the receiver of public moneys, the purchaser to furnish the agent with a certificate of deposit, showing upon what claim the money had been deposited, with the amount on each. The agent could then check on the receiver for the amount due to those who had received a certificate of competency; for those who are incompetent, such amount could be withheld until the chiefs and President should adopt some mode for the disposition of the same. Let the agent take his receipt in a book prepared for that purpose; showing the amount of land he sold, the amount paid him (the Indian) in hand, and the amount in the hands of the Government, to be paid to the claimant agreeably to the fourth article of the late treaty. Some such mode would prevent that course of swindling and robbing so much complained of in the Creek nation, and I am very desirous that every means should be used to prevent any just ground of complaint in this nation; and, although I say it with regret, I have no doubt that plans are maturing, and many persons prepared to swindle the Indians out of the benefit of their treaty. While on this subject, I will remark that gentlemen who have been engaged in purchasing Indian reservations have, in most cases, made them small advances in money to enable them (as they do not now receive an annuity) to purchase such articles as they want for their families. I am of opinion that money thus advanced should be allowed.

Pole-cat Springs,
Macon County, Alabama, August 28, 1835.

Sir: It is with exceeding great regret that the author of this memorial finds himself necessarily compelled to address you on a subject, in the development of which the conduct and character of another, and the more especially too, as that other is in the official employment of the Govern-
ment, must in such manner and coloring be exemplified; the reason, how-

ever, though painful and repugnant to the feelings of the memorialist, cir-
cumstances render not merely essential, but, from the condition in which
they place him, unavoidable; nor is there much that he has individually at
stake, nor the injuries which have resulted to himself alone that have
promoted him to the course he has adopted, but also the fellowship in in-
jury of reputation and pecuniary suffering, which have been shared with
him from similarity of causes by a large and respectable portion of the
community. The subject on which the memorialist would address you is
that in regard to the sales of Creek Indian reservations under the treaty
of 1832, and the deportation of one of the agents, Dr. R. W. McHenry,
in reference to them and the purchasers. In these sales it will be recol-
clected that, at the first, due regard was paid to the obligation and validity
of contracts, and that the entire tendency of procedure on such occasions
seemed then rather to be directed towards their substantiation and sup-
port than designed to impair them; and events have shown that it would
have been much happier, and more fortunate in the sequel, had such satis-
factory and equitable course been persisted in; for no sooner was there a
departure from it, and a rule of conduct the opposite and reverse of it
adopted, than the injury to the rights of individuals and their property,
the wrong, confusion, and fraud which this memorialist within below sets
forth and complains of ensued and had its origin and commencement. For
example: if it so happened that a sale had been made of a reservation of
land by the owner to two or more individuals (which not unfrequently took
place) and each individual to whom such sale had been so made, had sev-
eral a deed or bond for title, a legal distinction was drawn between
them, and the oldest bond esteemed most valid; and to the end that the
rights of parties might the more effectually be guarded in such cases, the
form of protest, upon record was recognised and permitted; but no sooner
was this disallowed and abolished, and notice given by the agent, McHenry,
that, after a certain date, not only no more could be entered, but also fur-
ther, that such protests as had already been entered by such date, would
become ineffectual by limitation and thereafter be annulled and void; and
reservations certified to persons introducing Indians, without regard to
purity of contracts, bonds, &c., than great excitement was produced and
that general scramble for lands which consequently pervaded, immedi-
ately followed, upon the expiration of the time impairing the validity of
contracts destroying the effects of former protests, &c., and prohibiting
more Indians owning reservations, were assembled in crowds, sometimes of
hundreds, at the house or office of said McHenry, in Chambers county,
promiscuously, where, as already stated, without regard to the existence of
former contracts made by the seller of older bonds existent, the reservation,
though perhaps thus previously conveyed was certified to any as might
happen, though, in all probability, but an instant previous the purchaser.
To this unconstitutional and illegal impairing of the validity of old con-
tracts there was nevertheless a submission, under the hope of being enabled
to succeed in their purchases by the making of instantaneous and new.
On these occasions it can be shown that, at the time of certifying, when
the Indians were brought for that purpose before said McHenry, that there
were general inquiries made by him as to their names, the towns to which
they belonged, and other matters, even to seeming particularity, viz: as
where they were enrolled at the taking of the census, and by whom, the
peculiar situation of their town-houses, extent of improvements, relative
situation as to water-courses and rivulets, whether they had sold, to what amount, to whom, and such other questions, as might serve to give satisfaction of their identity, prompted by the occasion and moment, and which, from their unexpected character and nature could only have been answered by one belonging to such place or town, or much accustomed to resort to it, and which no previous promptings could have sufficed to have prepared for. In this manner an infinite number of contracts were certified, vast amounts of money advanced, and by the said agent paid over. Shortly subsequent to these transactions, perhaps about the time, a number of individuals, disappointed in their expectations of purchasing extensively, and mortified at the better success of others, with the further stimulant of a hungry and insatiable avarice to goad them, combined and formed themselves into companies, with the design, if possible, to set aside, no matter by what means, the late proceedings, viz: those posterior to the limitation protests and binding effect of anterior bonds, in order to enrich themselves with the spoils. To the intent, therefore, that they might bring about considerable an issue, they began with a circulation of rumors relative to the above proceedings, denouncing the purchasers more successful in the contracting for bonds, and themselves as defrauders of the Indians; and frequently bestowing upon them the appellation of land-stealers, at the same time instigating the Indians to the same assertions, by instilling into them the idea of the possibility of thus, by an effort on their part, again being reinvested in the titles to the lands alienated, and thus also of getting more money by another sale of them. Nor were they content with the proceeding of great numbers of the former owners of the reservations to act accordingly, numbers of pretenders and fictitious claimants in the absence of the bona fide reserves, who were either not to be found or not to be prevailed upon to join in the infamous association, being brought forward and introduced by them, well drilled and instructed as to the performance of their respective parts in the pending drama; and who, so far from having been defrauded of lands, have not even the entry of a name upon the census rolls. To what extent the said agent, Dr. Robert W. McHenry, might have become apprized of their designs, this memorialist does not have pretended to assert, or whether or not he had become an abetter and participant in them, but certain is that from that date everything connected with their contemplated object went on swimmingly with them, a cessation of the business of certifying contracts for reserves followed, and upon the heels of it the publication of notices to the Indians from said McHenry, to appear before him at his residence, if they thought proper, and make complaint. From this era has ensued a continuance of crimes and repetition of injuries to prior purchasers defying description, scenes of a character altogether on any other occasion unheard of, and altogether as unprecedented as extrajudicial and novel; Indians from almost every tribe or town, pursuant to this notice or invitation were industriously assembled sufficiently trained in the manner as above mentioned, at the time and place, viz: said McHenry's house in Chambers county, by the auxiliaries of said company, composed of chiefs prostituted to their purposes by the acceptance of proffered bribes, and men conversant in long-practised arts of deception and corruption; these in crowds brought before said agent their complaints of frauds, of which they professed to have been the victims, and caused themselves to be enrolled as sufferers accordingly. Amongst these were many so eminently notorious for their barefaced imposture, their identity being so grossly glaring as not to leave the slightest
room to hang a doubt upon, that there existed a necessity, *ex necessitate rei*,

though but out of decent regard to common opinion for striking them

after such complaint and enrolment for investigation of, and the same was

in reality done; in other instances, the names of individual Indians who

neither made complaints nor were themselves present, were reported and

enrolled by the prostituted and interested among the chiefs, and yet fur-

ther, other names at the dictation of still more deeply interested white

men. This meeting many of the purchasers whose rights were thus glar-

ingly set upon attended, with the view of learning from said agent, Mc-

Henry, the course he intended to pursue in the proposed subsequent inves-

tigation; but all application to him on their parts for information so es-

sential to the safe-guard of their property in the contemplated procedure

were vain; said agent declining to make to them the required communica-

tion, and leaving them consequently without the means of making the neces-

sary preparations to meet it. Further notices again appear specifying an

intention on the part of said McHenry of attending at the different Indian
towns and again hearing and enrolling complaints; which meetings

were held accordingly, and at which scenes similar to those already de-

scribed were throughout acted over on each and every of these occasions ;

numbers of the new association styling themselves the "Blowing-up com-

pany," were invariably to be found in attendance upon and in company

with said McHenry, instigating the Indians to complaint and encouraging

them at all times in the making of them. This routine being finished sub-

sequent notices again followed, advertising times and places for the holding

of the proposed investigation. At these the members of the aforesaid com-

pany were as usual in crowded attendance, forming a sort of satellites for

said agent, as regular in their appearance as his advent, travelling to-

egether, and associating intimately with them. Here an attempt at a de-

scription of their labors would be ineffectual and useless; it will suffice to

state that, in their efforts to invalidate the old contracts pretendedly com-

plained of, they were untiring and indefatigable, *per fas et nefas*, whether

right or wrong, was by no means material, and on the invalidation or

reversing of a contract were equally indefatigable in securing to them-

selves the benefits of such reversal, by causing the same by virtue of an-

other contract to be certified to themselves anew, and thus attaining the

original object arrived at; that the conduct of the said agent, McHenry,

in the course pursued in the investigation of said cases, was highly injuri-

ous to the original purchases as well as without parallel as unjust, a state-

ment of it will be sufficient to show; thus, one or more chiefs or un-

derlings, so styled, belonging to the town being present, the names of the

complainants are successively called; these appearing answered to their

names, or as is as frequently the case, a chief becomes the speaker for him,

and when questioned as to his identity invariably answers in the affirma-

tive, and as to the selling of land as invariably in the negative; if the pur-

chaser be not present here the investigation ends, the contract being forth-

with annulled by the agent, and all former proceedings set aside connected

with it. If the purchaser be present he is required by said agent to make

affidavit of the Indian's identity, which, if he be unwilling or fail to do, no

matter what other evidences of witnesses, the same being white men, he

may be obliged to produce, nor however reputable, they are here excluded,

and the contract annulled and reversed, and forthwith in all probability

the land is grappled upon and certified to the blowing-up party; nor is this
advantage much show of forbearance or even regard of public sentiment on their parts, but in the exercise of it, often ushered in with a flourish of trumpets, as it were an indecent exultation; nay, so elate were they on one occasion with their success, that some of their principals, forgetful of ordinary caution, even boasted that having now got said agent, McHenry, turned over to their side and within the influence of their control, it would be in their power to cup up every thing, and that they should go on smoothly. The above-narrated fact is susceptible of proof whenever the Department may require. It would neither be improper nor irrelevant perhaps here to introduce the relation of an occurrence which took place at the investigation at Tuckabatchee, as tending, in some degree, to throw further light upon the conduct or motives of said agent, McHenry. Opothle Yoholo, and other chiefs, subservient to the purposes and in the interests of said blowing-up company, being an assembly upon that duty, Tuskenchaw, the principal chief of the upper towns, entering, inquired the nature of the meeting, remarking that it was somewhat strange; considering his rank as a chief, that he had not been invited to it; to whom Opothle Yoholo replied, that he did not know that the agent had informed him that the President of the United States had sent him to do the business they were engaged about, and that he had called upon him to assist in its execution; Tuskenchaw then rejoined, that it might possibly be true that there were some among the many complainants present might not in reality have disposed of their lands, and have been defrauded by men more artful and designing than many of themselves; but that it was nevertheless equally true, that numbers of them are complaining, have sold and received the price of sale for them; and that they were now in their turn transformed to land-stealers by thus wrongfully and fraudulently endeavoring to get them back, in order again to get more money for them; that if a fraud had at any time been practised the agent had permitted it, and was therefore responsible, and to be blamed for it, and that by their present course of procedure they seemed again to be opening the door for it. Here said McHenry interposed and roughly observed: If you do not get from hence without further interruption, I will have you taken out and chastised, or to use his own precise language, cobbled; and further, at the next council have you broke, adding that, on a former occasion, he had prevented Indians from Usalla and other towns from complaining, and that he was not friendly to his country. On another occasion, at the town of Tuckabatchee, your memorialist not knowing in what manner to assert and defend his right, and being deeply interested, having expended large amounts of money in land purchases, had engaged the services of a gentleman of the bar to aid and assist him, when said agent, at the very commencement, as uncourteously as arbitrarily rudely repulsed him, observing that if he wished to practise law he might repair to the courts of justice, that the present was his own special court, that he should preside as he pleased in it, would not be further bothered by him. This memorialist also states that said agent, McHenry, has long withheld from him -the title bond of contract, approved by the President, as is believed, entered into by the memorialist and a certain Wocksee Holatta, of the Tallassee town, for the half of section fourteen, in township sixteen, and range twenty-five, and that the agent, though often requested to deliver up the same, has hitherto neglected and refused and still neglects and refuses; also that for the
most part since the date of the limitation of protests, fees for certifying and other services, amounting to the sum of two dollars per contract, have been exacted by said agent. This memorialist and others, though subject to the payment of such exactions, being all the time unadvised and ignorant whether or not the receiving and demanding of the same by the said agent is unauthorized and duly warrantable, and whether said McHenry, upon the reversal of a contract by him, destroys and erases from the record book or register of land certified by scratching out the name of the original purchaser, and all particulars concerning it, and in place thereof inserts usually in red ink the name of the new; he also upon the certifying of a contract, takes into his possession all the title papers or bonds, both originals and copies thereof, and by the alteration and erasure of the records aforesaid, leaving no evidence of the existence of such contracts with the names of the original purchasers, nor any showing in writing, whereby they might be enabled to establish the justice of their claims wheresoever they might seek redress or labor to establish them. Your memorialist has dealt very extensively in the purchasing of Indian lands, has bought many tracts, and expended large sums of money for them; many of these, and some too, of high value, by the late proceedings of said agent have been by the revisals of the original contract upon no other testimony than the base and unsupported assertions of the person complaining, whether the former real or a new fictitious one drilled and instigated to the complaint by the company interested in general, rewarded on the reversal of contracts by the investiture into the titles to the land themselves arbitrarily, illegally, and unjustly wrested from him; a part of them too when this memorialist lay confined upon a bed of sickness, and suffering all the ills of extremity of sickness, and unable himself to get out to attend to his interest in the matter; and also deprived, as in the instance cited of the occurrence at Tuckabatchee, of the liberty of employing counsel to maintain them. Nor is your memorialist a solitary example of such injustice and injury: numbers like himself, though many perhaps less extensively so, at this time are placed in similar situations, indignant and complaining of such injury. Whether or not it was the intention of the Department to cause to be admitted and set up the testimony of an Indian, and interested in the event in controversy too, against that of respectable and disinterested white men, the memorialist cannot undertake to say, but such has been the course and conduct of said agent, McHenry, and such as before described has been the consequences and result. The injuries suffered by this memorialist, as well as the indignities and obloquy endeavored to be heaped upon him, are the only apologies he deems necessary for intruding upon the time and attention of the Department; that he has written with becoming deference he has humble hopes; and that his statements are fraught with truth and candor wherever the Department may think proper to set on foot investigation and institute inquiry, he feels confidently assured he is able amply to verify.

Your memorialist remains

Very respectfully, your obedient and humble servant,

ROBERT G. HADEN.

To the honorable Secretary of War.
Sir: I would respectfully represent that I made a contract, in writing, with Lotta Fixico, a Creek Indian, of Tuckabatchee town, under our hands and seals; drawn by an attorney of his selection, and who was employed by the chiefs to transact their business, witnessed by two respectable men, in the presence of at least nine white persons, among whom were the judge of the county court, the clerk of the circuit court, and justice of the peace, another officer, and of Tuskenehaw and another principal chief, and at least twenty Indians. The instrument was read and interpreted in the presence of them all, and all agreed that the contract was a very beneficial one to Lotta Fixico. The contract was, that I was to build, at my own expense, a grist-mill on his land; the east of 17, 17, range 22. As soon as the mill was completed the south half of the land was to belong to me in fee simple, and I was to give him one-half of the toll, free of any cost. This instrument was put on record in the proper office, and the contract has been complied with on my part. I have built a mill at great expense, and he has been in receipt of half the tolls for about a year. I would further remark that he lives on the north half; the south half is both poor and broken. About six months ago this tract of land was fraudulently certified to another person; upon proof of that fraud the certificate was set aside. In February last he signed a contract of the kind which are certified and transmitted to the President, for the sale of the whole tract to me. At the investigation of the fraud, this bond was produced; he acknowledged in the presence of one hundred persons, before the agent, that he had sold to me. But he wanted the first agreement for furnishing the tolls, &c. to go on; and when he was ready to emigrate he would have the contract certified to me, upon my paying him the valuation of the land, which I am always ready and willing to do. He requested the agent to give him a certificate of his location, which was done, and the Indian told Dr. McHenry not to certify the land to any person but me, and on the production of the certificate of location. This certificate is still in my possession. This Indian is perfectly well known to the agent. Dr. McHenry was the last week engaged in investigating in the neighboring towns, and many persons were in constant attendance. On Friday last he told all that he would then cease all further business and return to Chambers county, about fifty miles from here, and that he would give public notice of resuming business. The people interested, all dispersed; and he then went with the Chambers county speculating company, to which his partner belongs, and in whose favor, and against all others, I have good reason to believe the agent is operating, to Tallassee, and there, having thus procured the dispersion of all others interested, certified to that company on Saturday, some 50 or 60 tracts, and among them that of Lotta Fixico.

That this was done in fraud, besides these circumstances, this land was valued under oath, by two disinterested white men, at $400, and yet this company paid him $1,500; but immediately took the money back, under a verbal agreement that they were to pay him $150 here; and $450 in Arkansas.

Under these circumstances, I pray that these facts, which I can sub-
stantiate, if need be, in a court of justice, may be laid before the President, that he may withhold his approval from this contract.

I have the honor to be, sir,

With the most perfect respect,

Yours, &c.

ZACHARIAH CLOUGH.

To the honorable LEWIS CASS,
Secretary of War, Washington City.

CREEK NATION, TALLASEE TOWN,
September 4, 1835.

Sir: When we parted with you at the city of Washington, after making the treaty, our last talk was in relation to our removing the west of the Mississippi; we then told you that our people were opposed to leaving their old homes, and we could say nothing favorable to such a course at that time; we have no doubt of your becoming weary in reading long letters, and sending agents among us upon the subject of our removal; our people yet abhor the idea of leaving all that is dear to them—the graves of their relations; but circumstances have changed their opinions; they have become convinced of their true situation; that they cannot live in the same field with the white man. Our people have done that which we did not believe they would have done at the time we made the treaty; they have sold their reservations—it is done and cannot now be helped; the white man has taken possession, and has every advantage over us; it is impossible for the red and white man to live together. Our talk we wish to make short, although we have several subjects to mention to you. First is in relation to our removal. The Tucabatchees, with that of the Kieleches, Thloblocko, Clewalies, Autaugus, and Ottosees, who all burn the same fire and talk with the same tongue, forms all the Tuckabatchees, and is the great leading town of the nation. They have agreed to emigrate to the country assigned them west of the Mississippi. We have set apart the 15th day of next month for our final departure. We repeat, we talk to you with but one tongue; we shall at that time take our last black drink in this nation; rub up our tradition plates and commence our march. We have no doubt but the other towns will do the same, and follow every one and two weeks; that way of moving we shall not be crowded on the road nor detained at ferries, and will reach our new homes much sooner than if all travelled together. There will be no necessity for an emigrating agent among us, until we encamp for emigration, then the names present can be enrolled. We wish to say something to you in relation to the manner in which we wish to be removed. We cannot consent to be carried off by strangers, who do it by contract, at a price, we believe, too low for the to do us justice. We have heard of much complaint among those who have gone before us of the hard fare, that the allowance was far too short of what they stood in need. If consistent with the authority of the Government, we suggest the propriety of authorizing Colonel Hogan, the Government agent, who has been among us, to make an arrangement with
us here. He can superintend such appointments as he may think right, of our own choosing, that will do ample justice to the United States as well as to the red man. We have a number of aged men and women, also, many infirm persons and small children, whereby it will require much time and patience on our march, and if conducted by contractors at a low price, we are doubtful of being forced on the road and create much suffering. Before we leave we cannot refrain from renewing our old talk in relation to the number of Indians entitled to land under the late treaty, that their names cannot be found on the census roll. Many of them have large families, and have had no benefit of the treaty. We crave your assistance in their behalf, to be remunerated in such a manner as for them to be on an equal footing with others that have received land. Your attention and interference is also requested in the case of those Indians who have died since their names have been enrolled for reservations. We wish the President of the United States to direct our certifying agents upon that subject, so as for the heirs to dispose of them; in so doing they can move west and leave no interest behind. On the subject of a balance due the Creek nation under the treaty made at the Indian Springs in 1821, by Forney and Meriwether, we wish some information, whether there is a probability or not of the nation ever receiving pay; also, we wish information of a balance due certain Creek Indians, McNack and others, spoliations done them during the Creek war. We also wish to be instructed through our agent, Judge Tarrant, in what manner the twenty sections set aside in the Creek treaty for orphan children are to be disposed of, and how the subjects are to be ascertained. Before we close, we wish to assign over the remaining twenty-eight and a half sections of land named in the treaty, to be disposed of by the Creek tribes to some one of our nation, so that it can be disposed of, and the proceeds appropriated to the discharge of our national debt; whereby we may not be stopped by the law of Alabama from removing. All of which we respectfully submit, and request a speedy answer, as it is all-important we should cross the Mississippi before the high waters. Before we close this letter we cannot refrain from expressing our entire satisfaction with the official conduct, of late, of Doctor McHenry, the certifying agent of this district. In our letter of the 22d March, we expressed in terms the strongest disapprobation of the mode of certifying lands by personification at an office of the certifying agent of this district, and announced it as a destruction of the rights of many of our people; we feel constrained from a desire to place you in possession of the facts as they at present exist, and to do Doctor McHenry justice, to say that his efforts to restore to our people the lands that were filched from them, in the manner often alluded to, have been such as to entitle him to the gratitude of our people and the confidence of his Government. He has met us in our towns, patiently and impartially investigated the claims of the contending parties to the several locations, and his decisions satisfactory to our people. We feel confident that the same feelings which prompted him to restore to us our rights, will be, so long as he is retained in office, a sufficient guaranty for their preservation in future. We are happy that this subject, which a short time since was likely to produce so much difficulty, and become a formidable obstacle in the way, will speedily be removed, for those of our people who have not heretofore sold, seem now determined
to sell their lands immediately, and, as we have before stated, remove to
their new homes west of the Mississippi.

With great respect, we have the honor to acknowledge ourselves
Your red brothers,

Hopoith Yoholo, his mark.
Tuckebatchee Micco, his mark.
Coosa Tustunnuckee, his mark.
Little Doctor, his mark.
James Boy, his mark.
Billy McGibbry, his mark.
Miecco Bikpee, or Old King, his mark.
Tustunnuckee, his mark.

In the presence of—
Barent Dubois,
Spire M. Hagerity.

To the honorable Secretary of War.

CHEROKEE AGENCY, September 5, 1838.

SIR: Under the 8th section of the treaty of 1817, which says, "to each
and every head of an Indian family residing on the east side of the Mis-
issippi river on the lands that are now, or may hereafter be, surrendered
to the United States, the United States do agree to give a reservation of
six hundred and forty acres of land," &c., I entered for a reservation within
the limits of the unceded territory in the right of my wife, who is a half-
breed Cherokee, including my residence, whereon I have continued to reside
ever since with my family, complying with the requisition of that article.

Will you be so good as to inform me through the agent, whether I can
enjoy the same without any further treaty stipulation?

Very respectfully, &c.,

ELBERT HERRING, Esq.,
Commissioner of Indian Affairs.

CHEROKEE AGENCY, September 6, 1838.

SIR: The enclosed letter was left in this office on yesterday by Mr.
Bean, with the request that I would enclose it to you, and accompany it
with such remarks as I thought proper.

I can only say for Mr. Bean that he is an honest man, and son-in-law
to Colonel Star, who has always supported the measures of the Govern-
ment in relation to the Cherokees. He has a very numerous family, and
is very desirous to get them off to the Arkansas, and Mr. Bean and family
with the rest.

If it is believed by the Government that Mr. Bean's claim is good to the
reservation, I would suggest whether it would not be proper for the
Government to pay him for it, so that he may get off with those of the
family who are going to the west in the course of the fall or winter.

I have to request that you will favor me with an answer to this letter
as soon as convenient.

Very respectfully, &c.,

H. MONTGOMERY.

E. HERRING, Esq.,
Commissioner of Indian Affairs.
ALEXANDRIA, D. C.,

September, 1835.

Sir: In reply to the verbal communication I had the honor to make you on Saturday last, on the subject of the land of the deceased Creek Indians, you were pleased to say that, if I would make a communication in writing, you would refer it to the Attorney General for his opinion. Being more of a soldier than a lawyer it will not be expected that I should do more than merely state the difficulties that at present exist in the families of such Indians as have locations under the Creek treaty, and have subsequently died before a sale or transfer had been made. The treaty provides for the head of each family one half section of land; it makes no distinction between a male or female as the head of a family. If the head of a family is a widow she gets a location, and can sell and transfer it in the same manner that a man can; if she remains on the land five years she receives a patent for the land; and if she sells, the patent is made out in the name of the purchaser. Such are the rights of a widow whose husband died before the location was made; but the widow and children of an Indian who had died subsequent to the location being made in the husband's name, has no provision made for her, unless the Executive will authorize her to make sale of the land located in her deceased husband's name; it is hoped this can be done by ordering the name of the widow substituted for that of the deceased husband, or by authorizing the widow, in conjunction with the chiefs of the town in which she resides, to make sale of the land, subject to the approval of the Executive. If some such place (plan) be adopted, the widow and children of deceased Indians will enjoy in common with the rest of the nation the munificent and benevolent protection of the Government; but if nothing is done in those cases, and they are left to the laws of Alabama, they will be swindled out of the land, and the Government will be no better off; for white men will administer on the estate of all deceased Indians, (they are doing so now every day,) and they will rent the land out, cut down the timber, and make it valueless. The Indian families must and will emigrate. The land being designated for the use of an Indian will not be placed on the books of the land office among the lands subject to sale or entry, and consequently will escape the vigilant eye of the Government, and remain at the disposal of the administrator for years, and until perhaps it is worn out. Thus, the Indian family will lose the benefit of the provision made in the treaty for them; and if the land reverts to the United States, it will be many years before it will be reclaimed, and perhaps it will be worth nothing when it is (if ever) reclaimed. I fear, sir, I have not been able to state this case in a lawyer-like and lucid manner, but if, in bringing this subject before your Excellency, I may be the means of opening a way by which these poor widows and orphans may have an opportunity of enjoying the munificent provision made for them in the treaty, and my communication be the further means of stopping the infamous depredations daily committed upon those people under sanction of letters of administration, I shall be more than gratified. I believe it is in the power of the Executive under the treaty to apply a remedy and not interfere with any law of Alabama, regulating the descent of estates; and if the Attorney
General should coincide with me in opinion I feel assured you will not hesitate to give the necessary orders on the subject.

I have the honor to remain,

Your obedient humble servant,

JOHN B. HOGAN,
Superintendent of Creek Emigration.

His Excellency ANDREW JACKSON.

P. S. It may be well to mention a case that was determined at our last circuit court, held in Talladega county. It was this: An Indian who had a location under the treaty sold out, received his pay, and some time after died. A lawyer brought a suit in behalf of the widow against the purchaser for dower; Judge Collier decided she had no dower, that her husband had no fee simple title to the land, and that the rights he possessed were conditional. He was authorized to sell with the approbation of the President, and in no other manner; but if he remained on the land five years he would then be entitled to a patent, and might afterwards dispose of it as he pleased, but it was questionable whether the land did not revert to the United States should he die before a sale was effected, and before the five years had expired.

CHICKASAW NATION,
September 8, 1835.

DEAR SIR: As an individual of the Chickasaw nation, I beseech you to have a care over our red children; the white men are cheating them out of their lands, and they know not what they are to get for them. Nothing can save us but your parental care. Instruct the agent to reject all of those fraudulent contracts, for if he sanctions them, our leading men will perhaps do the same. Do see justice done to us, and not let us be robbed of our rights. We will be the poorest miserable people on earth if such contracts are tolerated. Your kind interposition will be thankfully received, and will be recollected with gratitude.

Yours, &c.,

TOW-E-PIA, his + mark.

Honorable LEWIS CASS,
Secretary of War.

COLUMBUS, GEORGIA,
September 12, 1835.

SIR: I have forwarded you a list of the fraudulent certified Creek contracts, which have been reversed by me. I think I shall be able to get through in three or four weeks, at which time I shall make a full report. Will it be necessary to make a return of the fraudulent contracts which remain in my hands?

I have re-certified eighty or ninety claims, and I think I shall be able to wind up the business of my district in about three months, or nearly so.

Very respectfully,

ROBT. W. McHENRY.

Honorable LEWIS CASS,
Washington city.
### A LIST of fraudulent Creek Contracts.

<table>
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<tr>
<th>Number of Contract</th>
<th>Tuck-a-batchee town.</th>
<th>Section</th>
<th>Township</th>
<th>Range</th>
<th>Amount</th>
<th>To whom certified.</th>
<th>Remarks</th>
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<td>Wardsworth and McDougald</td>
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<td>Tuck a batchee fixico</td>
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<td>Eni har tus tun nuggee</td>
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<td>Mitchell and Stone</td>
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<td>Sar gin pea</td>
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<td>To marthl hadjo</td>
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<td>368</td>
<td>Jim</td>
<td>S.</td>
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<td>J. J. McCrory &amp; Co.</td>
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<td>18 21</td>
<td>200</td>
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<tr>
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<td>S.</td>
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<td>13 25</td>
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<td>13 24</td>
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<td>Sar nar</td>
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<td>Tin hia char</td>
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<td>W. 7 18 22</td>
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<td>Do</td>
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<td>Do</td>
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<td>J. B. Collins &amp; Co.</td>
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<td>Do</td>
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<td>500</td>
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<td>Do</td>
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</tr>
<tr>
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<td>To whom certified.</td>
<td>Remarks.</td>
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<td>22</td>
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<td></td>
<td>150</td>
<td>Do</td>
<td>Reversed.</td>
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<td>271</td>
<td>Tim ma liche</td>
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<td>18 21</td>
<td></td>
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<td>S. W. Mitchell</td>
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<td>S. 2</td>
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<td>200</td>
<td>Do</td>
<td>Two deeds for same, both reversed.</td>
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<td>383</td>
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<tr>
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<td></td>
<td>100</td>
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<td>Reversed.</td>
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<tr>
<td>20</td>
<td>Ho po ithly</td>
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<td>14 24</td>
<td></td>
<td>100</td>
<td>Do</td>
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<td>293</td>
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<td>250</td>
<td>McBryde and C. Mills</td>
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<tr>
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<tr>
<td>62</td>
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<td>21 19</td>
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<td>James B. Morris</td>
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<td></td>
<td>250</td>
<td>E. A. McBryde and others</td>
<td>Reversed.</td>
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Remarks: Two deeds for same, both reversed.
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<th>Lot</th>
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<th>Location</th>
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<td>1</td>
<td>J. B. Collins</td>
<td>$1,221</td>
<td>2nd Ave.</td>
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<tr>
<td>2</td>
<td>S. Williams, Thompson &amp; Co.</td>
<td>$1,221</td>
<td>3rd Ave.</td>
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<td>3</td>
<td>Shorter, Tarver &amp; Shorter</td>
<td>$1,221</td>
<td>4th Ave.</td>
</tr>
<tr>
<td>4</td>
<td>Thompson, McQueen &amp; Co.</td>
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<td>5th Ave.</td>
</tr>
<tr>
<td>5</td>
<td>Tarver, Taylor &amp; Co.</td>
<td>$1,221</td>
<td>6th Ave.</td>
</tr>
<tr>
<td>6</td>
<td>Wardsworth, McDougal &amp; Co.</td>
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<tr>
<td>7</td>
<td>McDougal and Wardsworth</td>
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<td>8</td>
<td>Webb, Thompson &amp; Co.</td>
<td>$1,221</td>
<td>9th Ave.</td>
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Note: The table contains information about lots sold at an auction or real estate sale. The names and prices are listed, along with the location of each lot.
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<th>Chat-ock-sof-kar town</th>
<th>Section</th>
<th>Township</th>
<th>Range</th>
<th>Amount paid</th>
<th>To whom certified</th>
<th>Remarks</th>
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<td>S.</td>
<td>22</td>
<td>22</td>
<td>$200</td>
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<tr>
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<td>So' me lea ger</td>
<td>S.</td>
<td>1</td>
<td>24</td>
<td>200</td>
<td>Webb, McQuean, &amp; Co.</td>
<td>Do</td>
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<td>N.</td>
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<td>3</td>
<td>20</td>
<td>300</td>
<td>Wardsworth and Robertson</td>
<td>Do</td>
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<tr>
<td>58</td>
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<td>21</td>
<td>300</td>
<td>Holley, Webb, McQuean, &amp; Co.</td>
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<td>20</td>
<td>200</td>
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<td>Do</td>
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<td>A. Burns, Byens, and Dillard</td>
<td>Do</td>
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<td>W.</td>
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<td>20</td>
<td>400</td>
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<td>E.</td>
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<td>20</td>
<td>300</td>
<td>Hill, Hall, Thornton, and Co.</td>
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*Thornton, Mills, and Peabody* - Do
*McBride and Connell* - Do
*Stone and Strange* - Do
*Robinson and Beattie* - Do
*McCrorey, McDougald, & Co.* - Do

Stand for further investigation. Reversed.
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MARDISVILLE, ALABAMA,
September 17, 1835.

Sir: I have received a letter from D. Kurtz, acting Commissioner, in relation to the assignment of the twenty-nine sections under the treaty of 1832, and see the propriety of the course prescribed, and will adopt it.

I am, sir,
Very respectfully,
Your obedient servant,

LEONARD TARRANT.

ELBERT HERRING, Esq.,
Office of Indian Affairs,
City of Washington, D. C.

MARDISVILLE, ALABAMA,
September 19, 1835.

Sir: I have received a letter from D. Kurtz, acting Commissioner, in reply to mine of the 15th July; with a list of impeached contracts. In reply, I must observe that some of the impeached contracts have, upon investigation, proved to be fair, and some that were not, at making that report, impeached, have since been impeached and set aside. I have been through my district, and have again assembled the Indians at suitable places for investigating contracts, and notified the whites and the purchasers of the times and places of investigations, and will shortly be enabled to lay before the Department the result of my investigation. The Indians have passed their judgment upon all the contracts certified by Mr. Bright and myself, except the town of Hillabee, the contracts of which I will investigate as soon as practicable.

I am, sir,
Very respectfully,
Your most obedient servant,

LEONARD TARRANT.

E. HERRING, Esq.,
Office of Indian Affairs,
City of Washington, D. C.

GENERAL LAND OFFICE,
September 18, 1835.

Sir: The enclosed two letters from W. B. Slaughter, covering a letter from George Boyd, Esq., Indian agent, and a letter from Pierre Paquette, in relation to the location of the three sections of land granted to the said Paquette by the Winnebago treaty of the 15th of September, 1832, were referred to this office by the President; but, inasmuch as I am not aware of the measures which may have been taken by your Department
for the location of the reservations granted by that treaty, the letters are now submitted for your consideration and action thereon.

With great respect, sir,
Your obedient servant, ETHAN BROWN.

Hon. LEWIS CASS, Sec'y of War.

CUSETAW, September 20, 1835.

Sir: I have just returned from Tuckabatchee town, and have had an interview with the chiefs; they are anxious to emigrate this fall; I shall meet them again the sixth of next month, at which time the remaining disputed contracts in Macon county will be investigated; and, I think, the most of the unsold lands will be certified to. The chiefs are disposing of their personal property, and making preparations to be off. Ere this time, you have received my report upon the cases I have investigated. I have written you several letters respecting the duties of my office, to which I have received no answer from you; whether they have been miscarried or intercepted, I am at a loss to determine. I have been certifying for some time past. I have understood that General Sanford has stated that I was not authorized to certify. I consider myself fully authorized to certify under the additional instructions forwarded to me, June 18, from C. A. Harris, acting Secretary of War. When General Sanford returned to Columbus, for the purpose of examining into the fraudulent contracts, I returned him the book of locations of that district. Since he has made out his report, I have applied repeatedly for the book of locations, but have not been able to get it; he has always been absent when I applied. I have heard of it being in the hands of different individuals, but I cannot find out who has it at present.

I am, sir, very respectfully,
Your obedient servant, ROBERT W. McHENRY.

E. HERRING, Esq.,
Agent Ind. Affairs, Washington city.

September 21, 1835.

Sir: Letters of administration have been granted to me by the orphans' court of Macon county, in virtue of my office as sheriff of said county, on estates of the following named Indians of the Creek nation, viz.: Pin Hadjo, of the Clewallie town, who was located upon the east half of section twenty, in township seventeen, of range twenty-one; also, War-thlocco Hadjo, of the Autauga town, located upon the south half of section nineteen, in township seventeen, of range twenty-one; also, Sar­tar Mico, alias Nococe Fixico, of the Clewallie town, located upon the east half of section three, in township sixteen, of range twenty-one; and, also, Nehar Yoholo, of the town of Tuckabatchee, located upon the west half of section eighteen, in township fourteen, of range twenty-three. All of said tracts of land are situated in Macon county, which tracts of land
the said deceased Indians had not sold, or disposed of, in their lifetime, and I have good reason to believe that other Indians have been taken before Dr. McHenry, the certifying agent for this district, and they have assumed the names of the deceased Indians, and did personate agreeing to a sale of said tracts of land. I have considered it my duty to give you this information, and request you to prevent the fraud and agreement or bond from being presented to the President for his approval. In the case of Pin Hadjo, mentioned above, I am justified in saying from my own knowledge, that it is not contended by the pretended purchaser that Pin Hadjo was ever before the agent to be certified, but that he was before a justice of the peace; which justice of the peace informed me that he gave his certificate on a day subsequent to my having letters of administration, and that he had no evidence that the Indian introduced before him was Pin Hadjo, only the assertion of the pretended purchaser.

In the case of Nehar Yoholo, mentioned above, I sent you a certificate some time ago. This communication is respectfully presented, to prevent the approval or sanction by the President of contracts purporting to have been made by Indians for the sale of lands upon which they had been located, when ample proof can be adduced to establish the facts that the pretended purchases in their lifetimes were fraudulent; and the certifying agent had, in many instances, certified contracts by being imposed upon by persons who have taken before him Indians who assumed the names of deceased Indians. Dr. McHenry has succeeded in detecting a number of these frauds, but a great many escape, for the reason that there are no persons to complain for the deceased Indians, his rules requiring the Indians themselves to make complaint, and also his not having the power to compel the attendance of witnesses, as in our State courts. The tracts of land herein mentioned will be sold shortly, by orders from the orphans' court, for the benefit of the lawful heirs; and, if approved contracts shall be obtained, they may be the cause of litigation, and produce collision between the General and State Governments.

Very respectfully,

WILDRIDGE C. THOMPSON,
Sheriff of Macon county, Ala.

P. S. I will make further communication to your Department in relation to other cases of deceased Indians, in a short time, giving a full list of all Indians who died in this country without having disposed of their lands. It will be quite a gratification to me if you will cause this communication to be answered as early as convenient.

Yours, &c.

W. C. THOMPSON.

Hon. Lewis Cass, Secretary of War.

Cussetaw, Chambers County,
September 25, 1835.

Sir: Yours of the 9th instant, informing me of the appointment of Colonel Hogan as investigating agent, I have received. I am very much
gratified at the appointment, for it will relieve me of a very arduous and unpleasant duty. If Colonel Hogan gets on in time, I will try and get him to fulfill my appointment at Tuckabatchee, in Macon county; by so doing, he can nearly wind up the business of this district in a few days. In Chambers county there are no frauds, for I am personally acquainted with nearly all of the Indians, and was able to detect them in their attempts to practice a fraud on me. I wish you would inform me if it is the intention of the Department that Colonel Hogan shall reinvestigate all those that I have investigated and reported upon.

Very respectfully,

Your obedient servant,

ROBERT W. MCHENRY.

E. HERRING, Esq.,
Agent Ind. Affairs, Washington.

TUSKEGEE, ALABAMA,
September 30, 1835.

SIR: The enclosed documents are transmitted to you. I have attended before Doctor McHenry six times on this business, but without avail. I could get nothing done in it. Having been employed by Fushatchee, I have had repeated conversations with all the parties except General McDougald, who, I am satisfied, knew nothing about this transaction. I have conversed with Captain Walker within a few days, and he said to me that he had "no earthly doubt" (his very words) "but that it was a fraud." He at the same time, and at all times, said he knew nothing of its being wrong at the time of certifying; but says the fraud, (if one,) perpetrated by Cokea, as well on the company for whom he was purchasing, as on the Indian, and that having settled with Cokea, they neither do nor consent to any thing that will prevent their recourse on Cokea. I have learned within a few days that Colonel J. B. Hogan has been appointed by the President to investigate all cases of alleged fraud. As the contract, with the President's approval, is now in possession of Captain Walker, if upon the inspection of the enclosed, you should deem that course proper, and lay the facts before the President, and he would be pleased to authorize Colonel Hogan to demand of Captain Walker that he should give up the contract that it may be cancelled, I have no doubt but that it would be given up, and perfect justice be effected to that company and the Indian, upon the demand of the contract. If the company should wish it, no sort of objection would be made to any further investigation that may be deemed necessary by Colonel Hogan. It is thought that this course would be much preferable for the Indian, and should be objected to by no one, rather than drive him to a protracted chancery suit to compel the giving up and cancelling the instrument for fraud. Should the President be pleased to comply with this request, if upon the demand that contract should not be given up, I hereby pledge myself, as the counsellor of Fushatchee, that nothing that may be done herein shall be used to their prejudice, if we are finally driven into
Captain Walker is advised of the contents of this letter, and may be furnished with a copy.

I have the honor to be, sir,
With the highest respect,
Your humble, obedient servant,

O. K. FREEMAN,
Attorney of and counsel for Fushatchee.

Hon. Lewis Cass,
Secretary of War, Washington.

Fushatchee, a Creek Indian of Talassee town, complaining, shows to R. W. McHenry that one Thomas W. Cokee, a resident of Tallapoosa county, procured an Indian by the name of Ubockholatta, and who belongs to Tuckabatchee town, to personate this complainant and thus procure the contract of sale of this complainant's land, and certified to Cokee, Walker, and McDougald. This complainant has resided for the last ten years upon the place where he now lives, and on which he was located. He never did sell to Thomas W. Cokee, Captain William Walker, or Daniel McDougald, or any person for them, or either of them. He never has been before the agent for the purpose of having his land certified: but the sale has been fraudulently certified, and the bond, with the approval of the President, returned to that company, and as this complainant is informed and believes, is in possession of Captain William Walker. In proof of these facts he submits the following certified copies of affidavits, the originals of which have been filed in the office of the clerk of the circuit court of Macon county, being the county in which the land lies, and the residence of Captain Walker, subject to the inspection of all parties, and to the control of the proper authority. Chessel, Cokee, and Walker, have had notice of these affidavits and their contents more than four months; this complainant therefore prays that these documents be forwarded to the President by you, with such a statement as you may please to make thereon, and that Captain Walker may be called on to give up the approved bond that it may be cancelled.

Respectfully, &c,

FUSHATCHEE.

R. W. McHenry,
Certifying Agent.

A.

State of Alabama,
Macon county,

Personally came before me, the subscriber, judge of the county court of Macon county, John T. Brooks, who being duly sworn, deposes that this deponent was present at Talasee, in Tallapoosa county, when Robert W. McHenry, the certifying agent, certified the east half of section 27, township 18, range 23; that the person who was presented by This.
W. Cokee as the Indian who owned the land, was named Ubockholatta, who is well known by the white settlers by the name of Blinkie; that his person is very remarkable, and he is generally known. The said Indian is perfectly well known to this deponent, and was located as borne on the roll of Tuckabatchee town, on the north of section 23, township 13, range 24. The said Indian was, as this deponent was informed and believes, raised in the family of the Big Warrior, and has, for many years, resided with a part of that family, in Tuckabatchee town, on the west of the Tallapoosa river. That Captain William Walker, as this deponent is informed and believes, was connected with the family of the Big Warrior, by being with one of his daughters as a wife; that he had a store of Indian goods, either as whole or part owner, in the town of Tuckabatchee, for a long time, where he spent a considerable portion of his time; that Captain Walker was present at the time the said Indian sold (as his) land in the presence of the agent, the east half of section 27, township 18, range 23, which lies in the town of Talassee, on the east side of the Tallapoosa river; that it was understood before the agent that Captain Walker was one of the company for whom said Cokee was acting as agent. Said Walker remarked that he was pleased that the land was valued at $300, as he had rather buy such pieces than those at $50. That this deponent believes that Captain Walker paid the said Indian the money; that the real owner of the east half of section 27, township 18, range 23, is named Fushatchee; that he did, at the time of said certifying, live with and has been reputed a Talassee Indian; and that he is another and different Indian from the one who had the land certified as aforesaid.

JOHN T. BROOKS.

Sworn to and subscribed this 24th day of April, 1835.

JOSEPH P. CLOUGH, J. C. M. C.

Personally came Tustanugga Chopko, who, being duly sworn, through Sandy, Manack and Chesley D. Strange, interpreters, (sworn truly to interpret,) deposeth and saith that he is one of the chiefs of Talassee town; that Fushatchee is an Indian of Talassee; that he has lived at the place where he now lives eight or ten years; that Fushatchee's children were very small when he first came where he now lives; that they have since grown up; that he has always understood that he was located where he lives; that the Indian now produced is the Fushatchee, of whom he deposes that Ubockholatta is another and a different Indian—a Tuckabatchee Indian; that he knows him perfectly; that he has never lived nor been for any length of time among the Talassee Indians. Ubockholatta was raised among the family of Big Warrior.

TUSTANUGGA CHOPKO, his mark.

Sworn to this 25th of April, 1835, before me, a justice of the peace of Macon county.

WM. M. CHAPMAN.
Personally came before me, Chesley D. Strange, who, being duly sworn, says he has known Fushatchee about ten years; has always understood him to be a Talassee Indian. Soon after the locations, was at the place of Fushatchee’s residence, and understood he was living on the land he had been located on. Knows the Indian who goes by the name of “Blinkie,” and has known him for about four years. His person is very remarkable. He is said to be a Tuckabatchee Indian, and has understood from many persons that his Indian name was Ubockholatta. He is another different Indian from Fushatchee. Fushatchee always refused to sell his land until after he was convinced that an attempt had been made to procure his land by fraud; that Thomas W. Cokee, who procured the land—east half of section 27, township 18, range 23, certified, has since acknowledged that the Indian known by the name of “Blinkie,” and whose Indian name is Ubockholatta, was the Indian presented to the agent; and that the agent certified the contract as having been made by Fushatchee; that deponent, W. M. Moore, served a citation upon said Cokee to appear before the agent with witnesses and the Indian who was presented to the agent, and receive the certificate of the contract; that Cokee replied he should not attend; he knew the Indian he presented was the wrong one; that he would be held responsible to the company, for whom he purchased the land, in case it should be rectified; that if he could be made safe he would assist us, (the deponent and Moore,) and would be satisfied with an interest in the land; and if we would agree to that he would assist us. This was refused by this deponent. Cokee then asked this deponent what he, this deponent, would take in money to let the certificate remain as it was, having in his hand at the time two one hundred dollar bills. Cokee has, since the last-mentioned conversation, called at the store where this deponent was doing business, and asked what this deponent intended to do about the above certified contract, and said we had better compromise it, that it was not worth while to be tearing one another up.

C. D. STRANGE.

Subscribed and sworn to this 25th April, 1835.

WM. M. CHAPMAN, J. P. Macon county.

STATE OF ALABAMA.

Personally came before me, the subscriber, judge of the county court of Macon county, John T. Brooks, who, being duly sworn, deposeth and saith that this deponent was present at Talassee when R. W. McHenry, the certifying agent, certified the sale of the east half of section 27, township 18, range 23; that the person who was presented by Thomas W. Cokee as the Indian who owned the land, was named Ubockholatta, who is well known by the white settlers by the name of “Blinkie.” The said Indian is perfectly well known to this deponent, and was himself located, as borne on the roll of Tuckabatchee town, on the north of 23, 18, 24; and further saith not.

JOHN T. BROOKS.

Subscribed and sworn to this 24th April, 1835, before me.

JOSEPH P. CLOUGH, J. C. M. C.
Personally came Littlebury Strange, who, being duly sworn, says that Ubockholatta has been known to this deponent for the last four years, during which he has lived with Tuckabatchee Indians and been known as one of them; he is borne on the roll of that town, as located on the north of 23, 13, 24. He is generally known, being very remarkable in his person, by the name of Blinkie. Since the sale of the land has been certified on the procurement of Thomas W. Cokee, he, Cokee, has acknowledged to this deponent that Ubockholatta was not the owner, nor located on the east half of 27, 18, 23, to which he, Cokee, procured the said Indian to sell and have certified; that he had been imposed on by the Indian; that if Chesley D. Strange, who, he had understood, was the purchaser of the real Indian, would permit him, he, Cokee, would pay the real Indian. This being refused, that he, Cokee, would, if Strange would give him a third of an interest in the land, procure it certified to the right Indian and cancel the first. On this being refused, he said he had transferred his interest to Captain Walker, and that he, Cokee, could not be the loser of the whole, and he must try to arrange it so that Captain Walker would be the loser.

Sworn to and subscribed before me this 25th day of April, 1835.

JOSEPH P. CLOUGH, J. C. M. C.

STATE OF ALABAMA, Macon county.

I, Sampson Lanier, clerk of the circuit court of the county and State aforesaid, do hereby certify, that the foregoing are true copies of original affidavits on file in my office; that Joseph Clough, before whom affidavits marked A, D, and E, were taken, is the judge of the county court of said county; that William M. Chapman, before whom affidavits B and C were taken, is an acting justice of the peace of Macon county. Given under my hand and seal, (having no seal of office,) at office, the 21st day of September, 1835.

SAMPSON LANIER, Clerk.

TUSKEGEE, ALABAMA, October 2, 1835.

Sir: I have been instructed to commence suit against Robert W. McHenry, the certifying agent for the Creek Indians, on the following state of facts: Teseconle Fixico, a mill chief, located on S. 26, T. 18, range 21, sold his land to G. W. Dillard and others; he was presented to McHenry to have the contract certified; McHenry refused, pretending scruples of belief as to the identity of the Indian, although several respectable men as any in the country offered to swear that he was entitled to and located on the land, and was only satisfied after refusing one and two by the offer and actual payment of three hundred dollars; thus extorting from the purchaser that sum as a bonus, for doing what he should
have done. They allege that the reason of his acting thus was, that he was concerned with another company, whom he wished to procure land; as however the positive knowledge of this rests with him and company, it is not susceptible of direct proof; yet the fact of his thus ex-torting the money can be abundantly proved. My object for troubling you with this statement, is, to inquire whether the doctor gave a bond for the faithful performance of his office, and if so, to ask that an exemplification may be forwarded to him, that suit may be commenced on it; if not, we must proceed at common law suit on the bond, if one is deemed preferable, as a number of similar instances have been mentioned and upon one suit a number of breaches may be assigned, thus prevent ing a multiplicity of suits.

I have the honor to be, sir,
Very respectfully yours,
O. K. FREEMAN.

To the honorable LEWIS CASS,
Secretary of War, Washington City.

CUSHETAW, CHAMBERS COUNTY,
October 2, 1835.

SIR: Yours of the 12th ultimo, with an enclosed copy of Mr. J. Clough's letter of 1st ultimo to the Secretary of War, I have just re-ceived.

I will postpone a full explanation to the letter on the contract which he has reference to, until I go to Macon county; I will then be able to show you how far Mr. Clough's letter should be credited. I will simply state that every charge he has made against me is false, which I will make appear to you without a doubt. I am very much gratified that Colonel Hogan has the case to investigate, for I am perfectly willing that a public officer should examine every transaction of mine.

I am, sir, very respectfully,
Your obedient servant,
ROBERT W. McHENRY.

E. HERRING, Esq.,
Agent of Indian Affairs.

MARBISVILLE, ALABAMA, October 12, 1835.

SIR: When the following assignment was made, no United States officers were present but those who have assigned the instrument.

As Captain Page informed me he could not attend, and Colonel Hogan had not arrived from Washington, and as it was the opinion of the Indians themselves that this was the last full council of the tribe that ever would assemble east of the Mississippi, I consented to its making the assignment. The council was called by the chiefs themselves, for the purpose of making the assignment, which was, I believe, known to the tribe
generally, and they were uninfluenced by me in what they have done. I have understood that it is the intention of the assignees to sell the lands assigned shortly, and to appropriate the proceeds to the payment of the debts of the tribe.

I am, sir, very respectfully,
Your most obedient servant,
LEONARD TARRANT.

Hon. LEWIS CASS,
Department of War, city of Washington, D. C.

MARDISVILLE, ALABAMA, October 12, 1835.

Sir: Since closing my letter to you of this date, it has occurred to me that it would be proper to enclose the notice from the chiefs, requesting my attendance at Peter Dudley's, when and where they intended to make the assignment of the twenty-nine sections, &c.

I am, sir, very respectfully,
Your most obedient servant,
LEONARD TARRANT.

Honorable LEWIS CASS,
Department of War, city of Washington, D. C.

LEXINGTON, September 24, 1835.

DEAR SIR: This is to inform you that we have appointed the 2d day of October next for a general council of all the chiefs in the nation, for the purpose of assigning the twenty-nine sections, and we wish you, as our agent, to attend, at the house of Peter Dudley, at Oakfusky, at that time, or in a day or two after the broken are out.

From your friend,

OPOTHLEHORER, his x mark.

Test: BERE'NT DUBOIS.

Mr. LEONARD TARRANT.

Know all men by these presents, that the undersigned, chiefs and head men in and for the Creek tribe east of the Mississippi, in full council assembled, on the 4th day of October, in the year of our Lord 1835, at Peter Dudley's, in the State of Alabama, Tallapoosa county, do hereby, for and in behalf of said tribe, make the following assignment of the twenty-nine sections which said tribe is authorized to assign to persons being Creeks, by the sixth article of the treaty made at Washington on the 24th of March, in the year of our Lord 1832. We do therefore, by the powers vested in us by the said treaty, assign to James Island Welling, William McGilvroy, Benjamin Marshall, and Oswitchu Fixico, the following-named sections of land: section 36, in township 14, range 7; sections 1, 10, 11, 12, 13, 15, 26, 31, and the south half of section 21, in township 14, range 8; section 25, township 13, range 8; sections 20, 21, and 30,
in township 13, of range 9 east, in the Coosa district; sections 31, 32, and 33, in township 15; and sections 8, 17, and 21, in township 14, range 25; sections 25, 26, 35, and 36, in township 17, of range 26. To Napoleon Moore, (son of Billy Moore,) the south half of section 7, in township 21, of range 29. To that portion of the Creek tribe residing west of the Mississippi, sections 4, 5, 6, 9, and 20, in township 14, range 25 east, in the Tallapoosa district.

In testimony whereof, we have hereunto set our hands and seals the day and year above mentioned.

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Signed, sealed, and executed in the presence of—

J. W. H. SANFORD,
WM. DOUGHERTY,
ALEX. H. SOMMERVILLE,
LEONARD TARRANT, Subagent to Creeks.

MARDISVILLE ALABAMA,
October 13, 1835.

DEAR SIR: In the case of Mantul-legey, a Creek Indian of the Soccuparto town of Indians, and located on the east half section 8, town­ship 23, range 20, in the Tallapoosa land district, and certified to me by Colonel Bright; and afterwards it appeared that Malcomb Gilchrist had previously procured a deed, as a sick contract from the woman that own­ed the land. The case was investigated by Colonel Bright, and the testimony drawn, which was forwarded to your office, as I am informed; and, also, that it was acted on at Washington; and that the Department decided that Gilchrist was entitled to the land. I have also been inform­ed that my deed was not forwarded on with the testimony, and that it has never been at Washington. The testimony shows that Gilchrist procured a sick deed on a particular day, and on the next day at night the Indian started to Mardisville and travelled all night, and got to my house about 8 o'clock next day; the interpreter named something to me about a former paper or bond being given for the land, (naming the day &c.,) by the woman. I examined her, and saw that she was well; and after travelling so far in the night, what man would have concluded that a sick deed had been taking, seeing her so perfectly healthy; and know­ing the instructions the agent had in relation to such cases, I, without any further hesitancy or inquiry, carried her to the office, and paid her three hundred and sixty dollars for her land before Colonel Bright, and he certified the contract. I felt very confident, from the knowledge I had of the rules adopted by the agent, and the instructions the agent had from the Department in relation to the sick deeds, was sufficient to enti­tle me to the land. And after the testimony was forwarded on to Washington, in a short time, to my surprise, I was informed that Gil­christ's claim was established; but if my attorney's brief or argument had been received sooner, the case probably would have been decided differently. I am not one of those traders who have been in the habit of taking the money back; there is no such case alleged to me in the cer­tifying office. My money that I have paid is entirely gone, and it is no small amount. I think mine a very hard case. If I had been in the fault; it would have been no matter for me; but if you will examine the testimony well, I am of opinion you would say any other man would have acted just in the same manner I did. I am also of opinion, on the examination of the proof, that Gilchrist was in the wrong for stretching
the rules of the office to suit his case, by procuring witnesses to prove the sickness of the woman, when, in fact, she was well; or even the witness might have been deceived, the woman being under the influence of fear, as the proof states. The proof goes to show that Nokarsekar, Gilchrist’s interpreter, threatened to have her put in gaol, for a hundred dollars he had paid her at Tuckabatchee; when she received the hundred, he said she would have a thousand dollars for her land; by means of this threat she was coerced to sign Gilchrist’s bond or deed.

I hope I have not misrepresented the proof; if I have, by reference it can be seen. I think if the case was diligently examined, it will be seen that I am not making this complaint without cause, and I hope that I will receive such relief as my case entitles me.

I have, &c.,

WALKER REYNOLD.

Hon. Lewis Cass, Secretary of War.

Fort Mitchell,
October 14, 1835.

Sir: Your letter of the 5th instant, enclosing a copy of a letter from W. C. Thompson, sheriff of Macon county, has been received, and will be attended to in due time. I reached this post on Monday, 5th instant, and after consulting J. W. A. Sanford & Co. and the principal chiefs, have determined to open the investigation on Monday next, in Talassee, and have written to Doctor McHenry to meet me there with his books and papers.

My reason for commencing the investigation in that part of the nation is to facilitate the cause of emigration, it being said that the first party will go from that town.

I have the honor to remain
Your obedient servant,

JNO. B. HOGAN,
Superintendent creek removal.

Honorable E. HERRING.

Fort Mitchell, October 15, 1835.

Sir: Has Doctor McHenry instructions to continue certifying contracts since the order of the 28th April last, directing him to suspend the certifying of all contracts? It appears he investigates a case and recertifies to it; the other agents, General Sanford and Judge Tarrant, I understand, say they have never received any order to certify since the 28th April, and the fact that the doctor alone continues to certify has given much dissatisfaction, and I am called on daily to know why it is that Doctor McHenry can certify while the others cannot. To gratify the various persons who continue to make this inquiry, I now write for information.
There remains much land to be sold that has never been certified to, and it would be well to authorize the agents to open their offices for the sale of such. But the resale of such as are said to be fraudulent should be prohibited until the Department acts on my report, which I am ordered to make after I go through with the investigation.

I have the honor to remain,

Your obedient servant,

JOHN B. HOGAN,
Superintendent Creek emigration.

Hon. E. HERRING,
P. S. Please direct to me at Talassee, via Tuskegee, Macon county, Alabama.

TALASSEE, October 24, 1835.

SIR: I commenced the duties assigned me of investigating the complaints made by the Indians of frauds in the sale of their lands. In this town we had fifty cases; thirty-one of the same no defence was made; the parties refusing to appear and contest the cases. In Coosawada there was seven cases; in Chehaw three, and in Tuskegee six. I shall make in detail a full report as soon as I get through Doctor McHenry's district. It appears that the parties to the frauds have determined very wisely to make no defence, for fear of being made known to the Indians, and it is a singular fact that, in calling over the names of the Indians in each town, the chiefs at once said the land has been sold and named the bona fide purchaser, and vice versa not sold, and in every case we find the declaration of the Indian chiefs to be true.

I have the honor to remain

Your obedient servant,

JNO. B. HOGAN,
Superintendent Creek emigration.

COLUMBUS, GEORGIA,
October 16, 1835.

SIR: The undersigned beg leave respectfully, but frankly, to address you upon a subject of deep interest to themselves personally, and of some interest to the community in which they live. Soon after the last treaty was made and ratified between the Creek Indians and the United States, the lands surveyed, and the location of reserves made, the undersigned, in common with hundreds of other citizens of Georgia and Alabama, embarked in the purchase of lands from the Indian reservees, and in doing so, they conformed in all respects to the provisions of the treaty, and the instructions of the Government to its agents. The undersigned met with little or no difficulty, until about the 1st of February last, when the
Indians, with a view to emigration during the ensuing spring and summer, became generally anxious to sell their lands, and an unusual number of contracts were made and certified in due form. Owing to the fact that a large proportion of those contracts fell into the hands of certain persons and companies, to the exclusion of others, hostility to the purchasers was excited, and complaints made to the Department that a considerable number of these contracts were fraudulent. What was the precise nature of the complaints, or by whom made, the undersigned do not know. They are informed, however, that no particular purchaser has been accused, no particular contract impeached, and that no Indian has made any complaint. The charge seems to be particularly general, sweeping in its character and terms, that most of the contracts are believed to be fraudulent since a particular date. Had the charge been so specific as to present an issue, the undersigned would have met it long since, but being so general and loose, neither designating person, time, place, or circumstances, they believed the Government could not regard or act upon it; but in this they were disappointed. After General Sanford had ceased to act as certifying agent, and after the above complaints had been submitted to the Department, he was instructed to return to his post, and investigate all impeached contracts. The undersigned, relying upon the justice of their cause, and believing that the matter would be urged to a speedy and final conclusion, submitted without a murmur to the course pursued. General Sanford, in pursuance of his duty, issued his printed handbills, notifying all persons concerned of the time and place when and where he would commence his investigations, and inviting all persons concerned or not to come forward and make full and free disclosures of any known fraud. The same information was disseminated amongst the Indians as extensively as possible, and delivered to them on two separate occasions in open council. How long the agent remained at his post, and what complaints, and of what nature, you have no doubt been officially informed. The undersigned did hope that, at this point, the controversy would end, and that their contracts would have been submitted to and approved by the President; and they do now most earnestly protest against any further delay of their rights, or attempt at investigation, at least until a charge more specific and regular shall be made, so that each contract may stand or fall upon its own merits. The undersigned pray you to remember that they have once been cited to appear before the Government's examining agent to defend their rights, that they did appear, and were ready to meet any issue that might be presented, and that none was presented. They also pray you to remember that since that time important witnesses have removed to other sections of the country, and they have no legal means of obtaining their testimony. They never have objected to giving a reasonable time for complaints to be made and sustained, if possible, but they believe that much more than a reasonable time has already been given, and that all further delay, and all further trouble and expense to which they may be exposed, is vexatious and oppressive. The undersigned are informed that, upon the reception of General Sanford's final report, all contracts which had been certified by him were about to be submitted to the President for his approval, and would have been submi-
ted and approved, but for the reception of a communication to the Depart- 
ment purporting to have been written by the two principal chiefs of 
the lower Creek nation. What was the particular character of that 
communication, the undersigned do not know, but they have been in- 
formed that it contained substantially a charge of collusion between Gen- 
eral Sanford and the purchasers; that although the agent professed to 
offer an opportunity for investigation, yet that he intrenched himself with- 
in the limits of this town, and that the purchasers by force, fraud, and men- 
ace, prevented the Indians from crossing the bridge and coming to the 
agent's office. This letter, the undersigned allege, and will if necessary 
prove, never originated with the Indians, but was suggested and urged 
by two interested white men, who, as we verily believe, bribed the In- 
dians to pursue that course. The letter we pronounce to be basely false 
and slanderous. It is true that General Sanford did remain in this town, 
and it is also true that, at the same place, had all his business been trans- 
acted, and we humbly conceive it was, and is the proper place for all 
investigations to be had; it is not true that the Indians were by fraud, 
menace, or force, prevented from crossing the bridge, or visiting the 
agent's office; on the contrary, the bridge was open and free to them to 
pass, and hundreds actually did pass daily, as they were previously and 
subsequently in the habit of doing, without molestation or expense. This communication, the undersigned are informed, led to the appoint- 
ment of a new investigating agent, (Colonel Hogan,) with whose instruc- 
tions they are wholly unacquainted. Against this appointment, or at least 
his right to investigate any of the contracts certified by General Sanford, 
the undersigned do protest, at least until it shall be ascertained from a 
previous inquiry that the communication aforesaid was true in fact, and 
that the Indians have had no chance of making their complaints, if any 
existing. The undersigned have said, and they repeat, that they are 
wholly uninformed as to the instructions of Colonel Hogan, but they are 
informed that he claims the right to investigate all contracts, whether ap- 
proved or not, and for all manner of causes, and that he proposes to re-
ceive as evidence the statements of Indians, and to hold his sessions in 
the Indian towns in the interior of the nation. To this course the un-
dersigned do solemnly protest; they hold that, at least in regard to ap-
proved contracts, they can be impeached in no other way than by a 
judicial procedure, when the parties will be entitled to a trial by jury, 
and when the court can decree according to the justice of the case. 
Thousands of innocent persons have purchased and paid for their lands, 
built their houses, and opened plantations, and if those titles are thus to 
be assailed, a scene of confusion and ruin will ensue discreditable to the 
Government, and too intolerable to be borne. Those titles rest upon the 
provisions of the treaty, the act of the Government's agent; and the 
solemn approval of the President; and if they are all a farce, all confi- 
dence in the Government is justly forfeited. By the laws of the States 
of Alabama and Georgia, even Indian testimony is inadmissible. The 
undersigned beg leave to inquire how or by what authority are their 
rights to be affected within the limits of either of those States by the 
statements of Indians, when by the laws of those States, and whose va-
\lidity none will dispute, even Indian evidence is illegal and inadmissible?
The undersigned claim no special exemption, but they do claim the benefit of those laws applicable to all cases and all persons within those States. They wish it to be understood that this is no technical objection, but that its foundation is laid not only in the law, but in justice and experience. With those well acquainted with the Creek Indians in their present degraded and fallen state, it will be universally admitted that no confidence can be placed in their veracity, especially when their interest is at stake. As conclusive evidence of this, we need only refer to the communication from the two principal chiefs of the lower Creeks to yourself, above mentioned. They were tampered with by white men, and have not hesitated to state to you in writing a string of palpable falsehoods. If a more pertinent instance be wanted, one of those very chiefs (Epha Emathler) has complained to Colonel Hogan that his land had not been sold by himself, and requesting that when the case was gone into, a particular negro should interpret, who would say that he had not sold, and by no means to permit Carr to interpret, for he would say that he had sold. Now in regard to this man it is susceptible of proof from several of our most respectable citizens, that he did sell and was in person certified. Hundreds of similar cases might if necessary be cited. The undersigned pray that evidence of such persons, much less their statements, may not be received against their own oaths, the attestation of the deeds, and the certificate of the Government's own agent.

If further investigation is to be had, the undersigned protest against its being had at any other place than where the contracts were made. It is known to you that travelling is not entirely safe in some parts of the nation; and we believe that men who are able and willing to influence the Indians to write you palpable falsehoods, would be able and willing to influence them to render exceedingly hazardous the travelling of their opponents through the interior of the nation. Moreover, it will be remembered that purchasers have no legal means whereby to coerce the attendance of their witnesses before the agent at any place of his appointment, and it is not likely that witnesses would voluntarily incur the danger and privation incident to such travelling. The undersigned now here distinctly state, that if this mode of procedure is persevered in, they cannot and will not incur the hazard, and must leave the agent to pursue his own course, and one-sided investigations. In regard to the alleged frauds, the undersigned begs leave to say that, in every instance, the agent inquired most particularly as to the identity of the Indian, his willingness to sell, the price to be paid, and the fairness of the contract, and in every instance where there was the least uncertainty, his certificate was withheld. During the time of passing the contracts complained of, either Benjamin Marshall or Paddy Carr in almost every instance acted as interpreter for the agent. These men are very intelligent, and are also very generally acquainted with the lower Creek Indians. Now, we ask, if it was reasonable to suppose that it was possible, in the nature of things, that many wrong Indians could have been palmed upon both agent and interpreters. In conclusion, the undersigned beg leave to recapitulate, that long since they made many purchases of Indian reserves; that they paid their money; that evidence of all this is now before the Department, and is attested by the Government's own agent; that up to this time no contract has been
impeached; that time and opportunity has been given for complaints, and none still made; that many contracts were made long before the time at which it is alleged the frauds commenced, and against which not a word has been uttered, and which are also withheld. Now we do respectfully and earnestly urge that our contracts be forthwith submitted to the President for his approval; and, in default thereof, we shall feel that justice has been withheld from us, and that upon every principle of fairness the Government will be bound to make good any loss that may accrue to us.

Very respectfully,
Your obedient servants,

Eli Shorter,
Shorter & Scot,
Shorter, Tarver, & Co.,
J. A. Hudson,
Hudson & Fontaine,
Hudson & McDougald,
Alexander J. Robinson & Co.,
Welborn & Robinson,
Luther Blake,
Blake & Carr,
G. W. Dillingham & Co.,
J. J. Fannin & Co.,
John D. Howell & Co.,

J. W. Woodland,
Peabody & Woodland,
McDougald, Howell, & Co.,
Powell & Watson,
Daniel McDougald,
by his attorney, John Peabody.
McDougald & Mills,
Columbus Mills,
B. Powell & Co.,
J. G. Worsham,
Worsham & Calhoon,
William Ellis.

The honorable Secretary of War.

May 12, 1835.

General Sanford, late certifying agent of the Chattahoochee district, Alabama, will resume the duties of his former station, so far as to inquire into certain frauds said to have been committed by the false representations of certain Indians claiming and selling reservations under the assumed names of the owners. With a view to ascertain the extent of these practices, and to defeat their unjust ends, General Sanford appoints the first Monday in June next for the commencement of his investigations, and he earnestly invites a free and full disclosure of every case, in which, by an artifice of this kind, the proper owner may have been swindled out of his property and his home.

MARDISVILLE, ALABAMA,
October 17, 1835.

Sir: Your letter of the 9th ultimo has been received, in which I am informed that J. B. Hogan has been appointed to examine into every case of alleged fraud in the sales of Indian reservations. On the receipt of your letter, I had just concluded my investigations which had been carried
on in the towns, or in their neighborhood. Throughout the district some few cases only remain to be investigated, in which white testimony is to be taken. I can now at any time make my report, but will wait until Colonel Hogan arrives.

I am, sir,

Very respectfully,

Your most obedient servant,

LEONARD TARRANT.

ELBERT HERRING, Esq.,
Office of Indian Affairs,
City of Washington, D. C.

GERARD, ALABAMA,
October 17, 1835.

SIR: Some time since myself and Benjamin Marshall witnessed a letter written for and signed by Ne-ha-micco, Efi-emarthler, &c., directed to yourself. From the course subsequently pursued, it would seem that the letter in question has had an influence not warranted by the facts, and I feel it my duty, in justice to all concerned, to set the matter right. The two chiefs mentioned are near neighbors of mine, I know them well, and am in the habit of daily intercourse with them. The letter was not suggested by the Indians, but by two interested white men. Ne-ha-micco has subsequently stated to me that he knew nothing about the subject-matter of the letter, but had been told and urged to do as they did by Dillard and Chapman, two white men, who had paid a lawyer for writing the letter. Many of the statements contained in the letter are not true, of my own knowledge. General Sanford gave public notice to all concerned of his willingness to investigate any contract, and his readiness to do ample justice in every case. He invited all persons, either concerned or not, to make full and free disclosures of any frauds which were known to have been perpetrated; he invited the Indians to come forward and complain if any had been injured; he disseminated the information amongst the Indians as far as possible, and his message to the above effect was delivered to them in two public councils. I reside near the bridge, and was in the daily habit of crossing and recrossing, and do know that not the slightest effort was made to prevent the free and safe ingress and egress of any Indian to the town of Columbus, and in fact hundreds did really pass and repass daily, as they were in the habit of doing. I know of no instance in which an Indian was by fraud, force, or in any manner prevented from approaching the agent. I have heard of no instance, and do not believe that any such exist. As to the alleged frauds, I will not say that none was committed, but I do say that, in regard to those certifications particularly complained of, either Benjamin Marshall or myself, in almost every instance, acted as interpreters, and I know no case of fraud myself, and am very generally acquainted with the Indians who were certified. The protracted course pursued in the land business is exercising, and will continue to exercise, a pernicious influence over the
emigration, for the Indians generally indulge the hope that they will get back their lands, or be paid more money, and whilst this hope exists, they will not emigrate. There are not wanting white men to impress this upon the minds of the Indians, and hundreds who are generally and well known to have sold their lands long ago, are now refusing to emigrate, under the delusive hopes of getting back their lands. The situation of the Indians is daily becoming worse, and nothing can save them from total ruin but a speedy emigration. I therefore feel it a solemn duty to my unfortunate countrymen, respectfully but firmly to urge upon the Government a speedy disposition of the land controversy, that the Indians may at once know their true situation, and be prepared to act accordingly. Delay is the very worst thing that can now happen to the Indians. So long as the Indians remain and are tampered with by the interested white man, so long will they be dissatisfied with the disposition of their lands, and with all that the Government can do in regard to them; but they will at once submit to whatever may be done by the Government, so that it be prompt and final.

PADDY CARR.

Honorable Secretary of War.

PONTETOC, October 24, 1835.

Sir: I have had the honor to receive yours of the 9th instant, covering an anonymous communication signed "Chickasaws." I sincerely regret that charges from such a source should have been deemed worthy of notice, and I am sure, if you were as well acquainted with the motives of the authors as I am, that you would not have made a communication from them, even when bearing their signatures, the basis of an official note. I am gratified to learn that the Department has full confidence in the purity of my intentions. I trust that I shall be able so to conduct the difficult duties confided to me as to merit a continuance of the confidence of my Government.

The anonymous letter states that the whole nation has been purchased up at about $500 per section, and that fraudulent practices have been used to accomplish it. To this statement I give an unqualified denial. In the instructions of the Department dated December 22, 1834, I was directed forthwith, and with as little delay as possible, to locate the reservations of the Indians upon medium land, fit for cultivation, and in all cases to furnish good farming land; and "not to reserve the best tracts in the country;" and all this was to be done with as little expense as practicable, and to be completed by September.

I am persuaded that you will concur in opinion with me that two sections of land, of six hundred and forty acres each, is as much as one man can examine minutely in one day, in a new country, wholly without provisions and facilities for crossing breaks, bogs, creeks, &c. There are nearly four thousand sections to be located, to be selected out of a wilderness containing ten thousand sections of land, not more than one-third of which is of the quality required by the instructions of the Department. At the rate of examining even four sections per day, so as to enable us
to determine the quality of the soil, it would require twelve years to complete the location of Indian claims upon the description of land required by the treaty and instructions, and to prepare them for sale. In truth, no one will buy an Indian claim, or a section reserved for an Indian, without a previous examination of it. I have, therefore, not discouraged the practice of examining the lands and making conditional bargains with the Indians, in all cases expressly assuring the parties that a fair consideration should be secured to the Indian, and that the approbation of the President was essential to give validity to the contract. Under these circumstances, men of high character have embarked in the business, explored the country and expended large sums of money in doing so; and I am sure that, at this moment, the Indians, were it practicable to complete the contracts, would receive thrice the amount for their lands which would be secured under the course pointed out by the anonymous writer; for I assert, without the fear of contradiction, that I enjoy the unlimited confidence of the entire Chickasaw nation, and that not one Indian in the nation could be found so base as to have written the production which you have enclosed, and which, it is well understood here, issued from James Jackson, or his instruments, who seek to mislead the President because they have not been allowed to take choice sections of land for a thousand dollars or less. The persons referred to expect to monopolize the country; although veterans in such business, they have been foiled by more capable and honest men, and now assail me anonymously.

My books, my proceedings of every kind, have been open to the scrutiny of all persons, and all I ask is, that my official conduct may be presumed to be correct until the contrary is made to appear; and my knowledge of your character, and that of the Executive, assures me that I may expect nothing less.

The President has many acquaintances, wholly unconnected with the business now in progress, who reside contiguous to this country, and fearlessly challenge the most rigid scrutiny.

With great respect, &c.,

BENJ. REYNOLDS.

Hon. Lewis Cass.

TALASSEE, October 28, 1835.

Sir: I have been requested by the chiefs now assembled here, attending the sale of the twenty-nine sections and the investigation of frauds, to forward you the enclosed document, and request that you will lay the same before his Excellency the President; the chiefs also request that I should urge the subject on the Department. All I can say on the subject is, that I am convinced that as long as the Indians have land unsold of their own, or that there remains land unsold that has been set aside for the benefit of the nation, or the orphan children of the nation, that it will be a pretext to remain here. Although they well know they have no control over this subject, they still think they must see to it. The 291 sections were conveyed to four chiefs, viz.: B. Marshall, Wm. McGilbray, Oswitch Fixico, and James Islands; they made sale of the land in this town, on the 23d instant, for the sum of £43,000. The money has been
placed in my hand, and sent, by Major Blue and Mr. Sommerville, to Montgomery, and there deposited in bank, awaiting the approval of the President. I have been engaged, in conjunction with Dr. McHenry, in investigating the frauds: we have gone through eight or ten towns that have assembled in Talassee and Tuckabatchee squares, and have had no great difficulty; in most of the cases, the stolen land being given up without a contest; but, still, many knotty and difficult cases have been presented and decided on in the best manner I could to do equal justice; but much complaint and difficulty have arisen in the locations, and many prominent Indians have had no lands at all, owing to the loose manner in which the rolls have been copied; and I have been compelled to say to them that I would send their names to the Department, but I could not assure them that they would obtain land. Even this condescension, of placing their names on the roll, seemed to be highly gratifying to them. We leave here to-morrow for the upper towns on the Tallapoosa river; and, from what I can now foresee, it will take some considerable time before I can make my report in detail; but, when you do get it, I flatter myself that the Department will have little or no further trouble on this subject. The special references that have been made to me shall be attended to after my return from above. On the subject of emigration, I am sorry to say I have but little faith in the professions of Opothleholo; he says he will go, but says he has not sold his land, and a great many Indians, who wish to go with him, are in the same situation, and no opportunity to have the land certified to, as the agents have no authority, &c.; and asks when the agents will be authorized, &c. General Sanford left here to-day, and was completely disgusted, and assured me he had no confidence in Opothleholo, and that he should return to Columbus and convene his company, and withdraw from the contract. Should he do so, I should regret it exceedingly; as he is certainly the most efficient man in the concern, as well as the most responsible. From all I can learn, see, and believe, on the subject of Creek matters, I am satisfied that if authority is given during this winter to certify the sale of Creek lands, and have it done in the presence of the chiefs of each town, and on particular days, so that no further frauds can be committed on them, and the sale of the orphans' land is ordered and effected, that by the 1st of April the whole nation will be on the move westward; this winter should be devoted to the closing of all their affairs, and by spring they will be ready.

I have the honor to remain
Your obedient servant,

JNO. B. HOGAN,
Supt. Creek emigration.

Hon. Lewis Cass.

TALASSEE, October 25, 1835.

Father: The undersigned chiefs of the Creek nation have just disposed of the remaining twenty-three and a half sections of land, and would be gratified if our great father, the President, would order the sale of the twenty sections reserved by the treaty for the benefit of the orphans
of the Creek nation; those lands are considered valuable, and many of them are occupied by tenants who are not careful of the timber, or the mode of cultivation; and, although the value of the lands may increase, it is believed that the orphan children of our nation would not be benefited by such increase, as the waste of timber and bad cultivation would, in all probability, reduce those lands to a less value than they now possess. Your compliance with our request will confer an additional favor on your children.

Opothleholo, his x mark.
Cock E. Tustunnugga, his x mark.
Little Doctor, his x mark.
Tuckabatchee Mico, his x mark.
Mad Blue, his x mark.
James Islands, his x mark.
William McGilvary, his x mark.
Jim Boy, his x mark.
Oswitch Fixico, his x mark.
Foose Hatch E. Fixico, his x mark.
B. Marshall, his x mark.
Sick E. Cornells, his x mark.
Oswitch E. Mico, his x mark.
Bob Cornells, his x mark.
Alacks Yoho-lo, his x mark.
Tommasch Micco, his x mark.
Tussekiah Holattla, his x mark.
Davy Barnett, his x mark.
Tuckabatchee Fixico, of Clewallie, his x mark.
Micco Chopko, his x mark.
Ottosee Micco, his x mark.
Cocker Tustunnugga, his x mark.
Hobie Tautauga, his x mark.
Tinchlar Harjo, his x mark.
Lotta Mico, his x mark.
Micco Bozejar, his x mark.
Ogillisee, his x mark.

In presence of—

Barent Dubois,
Jamess I. Alexander,
John B. Hogan,
Robert W. McHenry.

To his Excellency Andrew Jackson.

TALASSEE, November 2, 1835.

Sir: I returned here to-day from the upper towns in Dr. McHenry’s district, and have closed the investigation in that part of the nation, and restored a great deal of land that has been fraudulently transferred to what is termed the landstealers. In almost every instance the thieves made no defence, but gave up the land, and admitted that the right Indian had not sold the land to them. Major Abbott, who has acted as secretary to us in this investigation, will prepare a report in detail and
have it ready by the time I can return from Mobile, whither I am compelled to go to attend our circuit court now in session. On my return, I shall proceed with Sanford's district, in which I am told an immense deal of fraud exists, and I am told they have gone so far in that district as to have men hired to prove every thing they wish. It does appear to me that a few prosecutions for perjury on the bonds would have a happy effect; these fellows laugh at their villany, and openly acknowledge they stole the land. As long as the Government lets them off without a prosecution, they care nothing about the transaction. Your letter of the 15th ultimo, covering a copy of O. K. Freeman's letter, was received by me the morning I left here. I notified Mr. Freeman and Dr. McHenry of its reception, and postponed the examination until we could get through the other business. Dr. McHenry states to me that he has been in the habit of charging the purchasers money, say $50, $100, or $150, as the case may be, when he leaves his house and goes into an Indian town to certify for the accommodation of the purchaser; that he has never made any secret of such transactions; that he has always been in the habit of doing so; and that he will hand me his statement as soon as he returns from the old settlements, where he has gone for his wife and family. Mr. Freeman addressed me a letter, a copy of which, and my answer, is here-with enclosed. Much anxiety and interest exists among the speculators to have orders issued to the certifying agents to recertify such lands as have been given up; and, if such orders were issued before the Department acted on my report, I believe nothing could prevent a similar system of roguery from being practised; and, as the Indians will not emigrate this winter, it will be time enough to open the offices in January next, for the sale of all the land reverted and yet remaining unsold. Opothleholo has declined emigrating this fall, and alleges as a reason that he cannot sell his land, and that there are also a great many Indians who wish to go with him who have not sold, and there is no person here to certify; but all this is a mere excuse, for I am convinced he had no idea of going this fall, and he has been put up to make this excuse by those who make use of him, and who want the offices open that they may get the land; there are so many at work, in this nation, at their dirty tricks, that it is hard to know who to believe.

I have the honor to remain
Your obedient servant,

JOHN B. HOGAN,
Supt. Creek emigration.

P. S. I shall want a copy of the census-roll of the upper towns of the Creek tribe, taken by Major Benjamin Parsons, and hope that the clerk that makes the copy will be very particular in arranging them under the head of their proper towns, and that each name is spelled exactly as the original. I have already met with much difficulty for want of this roll.

TUCKABATCHEE, October 28, 1835.

DEAR SIR: I have this instant heard that the men who were compelled to give Dr. McHenry $300 to procure the certificate of a correct
claim, have been practised on in this way: They have been told they prove the bribe they will lose the claim. There are so many singular constructions of the power of these courts of "special commission,* that if this impression is not removed, I despair of being able proving anything; although their action was compelled, and, in their ignorance, the time thought necessary.

Respectfully, &c.,

O. K. FREEMAN.

To Col. Hogan.

TALLASSEE, November 2, 1835.

Sir: Your letter of the 28th ultimo was received by me this day, on my return from the upper towns, in this land district. You state "that the men who were compelled to give Dr. McHenry $300 to procure a certificate, have been practiced upon, and that they have been told that if they prove the bribe, they will lose the land; and that if the impression is not removed, you despair of being able to prove anything." The object of the investigation is to get at the truth; and if these men have given Dr. McHenry $300 to have the land certified, it cannot affect them, if they purchased from the proper owner of the land and had the right Indian before the agent. I have no power to take the land from them if bought of the right owner; if, however, the bribe was given to have the land sold by another Indian, who personated the lawful owner, then indeed they may fear the investigation they have invited. Dr. McHenry has gone into Shelby county to meet his family, and I shall go to Mobile, and be back in three weeks, and will give you timely notice of my return to this place, when we will investigate these charges.

I have the honor to remain,

Your obedient servant,

O. K. FREEMAN, Esq.

TALLASSEE, November 3, 1835.

Sir: I returned to this place on yesterday, from the upper towns in this land district, having closed on Sunday evening the examination of Dr. McHenry's district, in Chattoks-of-war, (old Mooneway's town, in the vicinity of the Horse-shoe;) the greater portion of the land in that town had been fraudulently certified to, and the investigation appears to give general satisfaction to the Indians as well as whites, who wished to have the titles removed from the difficulties that heretofore surrounded them. On my return last evening, I learned from Major Blue, that Opothleholo had declined going this fall, and that on the day assigned for a council to deliberate on the subject, they had all got into a frolic, and he was just recovering from its effects; this morning I received a message from him requesting me to ride down and see him, that he was quite unwell or he would come up and see me. Accordingly I rode down
to his house, two miles on the opposite side of the Tallapoosa, and found Tuckabatchie-mico and the Mad Blue, the three principal men of the nation: Opothleholo commenced by speaking of his illness, and having fever every other day, and then his great desire to talk freely with me as the agent of the Government, and his regret that it would be out of his power to go this fall; that his people were in debt, and had drawn orders on the principal chiefs to be paid out of the annuity; that he had learned with regret that their father, the President, had sent word that his people in Alabama should have no more annuity; that he relied on me to make their conditions known to their father at Washington; that unless another annuity was paid here, the principal chiefs would be ruined; that they would all go if they dare this fall, but that if they attempted to go before their debts were paid, their creditors would seize on their negroes and horses and ruin them; that what they told me they would do, I might rely on their fulfilling their promises, &c. In reply to them, I told them that the President, their great father, had never ceased to look to their interest, and feel for all the wants and difficulties that surrounded their people; that if he were anxious that they should remove, it was because he knew they could not remain here and exist as a nation; that to save them, he had repeatedly urged them to go to the home prepared for them, where they would have none of the difficulties that now surrounded them; that such word had been sent to me to tell these people, that no more annuities would be paid here; that I could give them no positive assurance that that order would be changed; nor did I believe it would, unless the President was well assured that the whole Creek nation would then get up and go; but that if they would give me their solemn promise to go early in the spring, I would write to the President and state their wishes, but I could give them no assurance that the annuity for the year 1836 would come and be paid here; they then assured me most solemnly that they would go early in the spring, whenever I said the word, and that the whole nation, with the exception of Tuskena, and such as he could influence, should go with them; they then pledged themselves to me that they would give out the broken days and convene the chiefs in a general council in 20 days from this time, when they would give out their talk that no more corn should be planted here, and that all must be ready to come into camp when I gave them the broken days; that it would suit their people best to go in the spring, as many of them had no clothing and no shoes to travel in cold wet weather, such as we now begin to have, but in the spring all could and should be ready; their land could be sold and certified to, those who had their land stolen would get it back and could sell it, their cattle, which was now scattered in the woods, could be collected and disposed of, and all their matters of every description attended to, and the Indians should be ready by the 1st day of April. I reminded them of the absolute necessity of being candid and confiding with the agents of the Government, that if I found them false, I should never have any more confidence in them; they again and again assured me I might rely on their promise: and I must confess to your Excellency that, until this day, I have had little or no confidence in their professions, but now I have, and I have no doubt but that these three chiefs will strictly comply with their engagement; and should your Excellency determine to pay the next annuity due the Creeks east of the
Mississippi, the money should be here by the 15th April, to be paid them after they go into camp, and let them move off the next day after they receive it and pay their debts. If this arrangement is made, I have no doubt that I can confidently assure your Excellency that from ten to fifteen thousand of these people will be on the road to Arkansas before the 1st of June next.

The circuit court of Mobile county convened on Monday, and I am compelled to be there next week, and shall leave the nation for a short time, but shall soon return and continue the investigation, through Sandford's and Tarrant's districts.

I have the honor to remain,
Your obedient servant,

JOHN B. HOGAN.
Superintendent Creek Emigration.

To his Excellency ANDREW JACKSON.

Montgomery, November 5, 1835.

Sir: I have just seen Captain W. Walker, who says he will give up the bond, in the case of Fushache, if it is in his possession. He will examine, when he returns to Tuskegee, but thinks it is in General McDougall's possession, who is his partner, but says he believes it was a fraud, but will most cheerfully give it up. I have examined a number of similar cases, and have made my remarks on each case. I think it proper to mention two cases I accidentally got a sight of, (the bonds:) they were approved. The name of the Indian was scratched out, and another name inserted; the section, township, and range were also scratched out, and those of a totally different one inserted; and even the names of the original witnesses were scratched out, and two other names inserted. It will be well for the officers of the proper department, that have the duties of issuing patents, to rigidly scrutinize those bonds; and, indeed, if the originals were all called in, it would be the safest plan to detect the various frauds that now exist.

I have the honor to remain
Your obedient, humble servant,

JNO. B. HOGAN, S. C. Emigration.

Hon. E. HERRING.

Chickasaw Nation, November 10, 1835.

We, whose names are hereunto subscribed, beg leave to inquire of you of one very important fact concerning our people, whether or not those Indians who may be considered by the agent and commissioner not competent to trade for themselves, shall take one dollar and twenty-five cents per acre for their lands, when others, that are competent, are getting from five to ten dollars per acre for lands, too, that frequently lie joining, all of the same quality? We do not understand the treaty in that way which the agent and commissioner do now act. Some have been com-
pelted to take lands that are not fit for cultivation. We repeat it again, that none or but few of the Indians that are not competent to trade for themselves will get over eight hundred or a thousand dollars per section, when white men, now living on their lands, will give from fifteen hundred to two thousand dollars per section—why? Because the speculator having made the first trade with the ignorant Indian, that, too, before he has obtained a certificate whether he is competent or not—our land will soon be sold. We have no homes yet; our delegation is now gone to look us a home; we do not know when they will return. We gave you our lands in 1818 as brothers; we have not forgot it; we remember what you then said; we look to you for justice towards the ignorant part of our people. The facts that we have given you for consideration are known to the honest community now settled in our territory—facts that can be proven to your satisfaction upon the shortest notice. We do humbly think that if the business is settled in the way that we now anticipate, that our nation will soon be a bankrupt.

We have authorized George G. Allen, a native of our nation, to subscribe our names hereunto, the day and date above written.

CAPT. McGELORY,
Chief of Long town, his X mark.

HE MULLUCKA,
Chief of Long town, his X mark.

P. S. We wish an answer as soon as convenient; directed to George G. Allen, Memphis, Tennessee, &c.

To ANDREW JACKSON, President U. S.

COLUMBUS, GEORGIA, November 10, 1835.

SIR: I hold that any individual in this community, who is aggrieved by the acts of any public functionary, has the unquestioned right to utter his complaints in a firm and respectful manner, and that it is the duty of such functionary calmly and fairly to hear such complaints, and, when they are well founded, to redress them. I think that such is the present state of things between you and myself; and what is my condition, is that of many others similarly situated. The records of your office will show that, in different ways, I have been an extensive purchaser of Indian reserves in the Creek nation, and have paid away large sums of money, to enable me to do which I have sold one hundred and ten slaves and my real estate, the latter at twenty-five thousand dollars, and, indeed, have vested my whole substance, made by a lifetime of incessant labor. In this adventure, I relied implicitly upon the validity of the treaty, the laws of Alabama, the integrity of the Government; but truth and a due regard to my own rights compel me now to doubt whether my confidence has not been misplaced. The truth may sometimes be unpalatable, but it is not the less necessary that it should be uttered. With the terms of the treaty, the powers of the certifying agents, and the general course of business up to about the first of February last, you ought to be and doubtless are familiar. Up to that time no complaints were uttered by either the white man or the red; and previous to that
time thousands of contracts were made, certified, and approved; since which honest and innocent farmers have purchased the same lands, gone into possession, built their houses, and opened their farms. About the time mentioned, a clamor was gotten up by a company of speculators, who, I will venture to say, have committed ten frauds to any other man's one; and a loose, general, and intangible charge was made that divers frauds had been committed in substituting wrong Indians in place of the true owners of the land. No particular case, person, time, or circumstance was given. This charge, general and loose as it was, met with the most indulgent hearing from you, and what has been obviously mis-called an "investigation," was ordered. Such an "investigation," I will venture to say, has never before been witnessed; I doubt if its like will ever again be seen; it has been an outrage upon every principle of justice, and utterly above all law: to call it arbitrary and tyrannical would be clothing it in not one-half of its enormity. Could it only have been witnessed by those who ordered it, I am sure they would have lost no time in disavowing and annulling it. First, Dr. McHenry commenced his investigations. He visited each Indian town in turn; assembled the Indians around him, and commenced calling over the located roll. When a name was called, any Indian might claim it who chose, and if sustained in it by his chief, he was at once taken as the true owner of the land. He was then asked if he had sold his land: if he answered in the negative, the sale was at once annulled, unless the purchaser would swear that the Indian present was the identical one from whom he had purchased. Now mark the dilemma in which purchasers were placed. Indians in going before the agent for certification, or in going on any other visit from home, generally dress in their best, and when at home their garb and appearance is quite different, so much so, that, after the lapse of weeks or months, no man can identify them, only in a very few cases. But this is not all: suppose the Indian before the agent to be himself a substitute, and suppose the purchaser to be acquainted with the Indian from whom he purchased, he must, in that case, swear to a lie, or lose property fairly purchased and paid for.

I have not done with this spectacle yet. In all these investigations the agent had at his back, and was surrounded by, this famous honest company of speculators, with whom there is too much reason to suspect him of being directly interested, however utterly it may be impossible to prove it; and, as contracts were set aside, they were immediately re-certified to different members of the same company, and that too at the time when he was under positive instructions not to certify. Whole bundles of these contracts are now in existence, and no doubt will, at a proper time, be filled out and dated so as to make all appear fair, and submitted for approval to the President. This is not all: this agent is to get continued in office, and thus has the power of giving vitality to those contracts, which are in truth and in fact null and void.

I am not yet done. The contracts thus impeached were made in due form; they were certified by the Government's own agent—evidence of the payment of large sums of money is now before you; the purchaser, in every case, has sworn that he believed the Indian from whom he had purchased was the true owner of the location: surely such a contract, so made, and so authenticated, is prima facie valid. That it may be
impeached in a proper way, and upon proper grounds, I will not deny: but, when impeached, I maintain that the grounds must be plainly and distinctly stated; that the \textit{onus probandi} lies upon the party complaining, and that the cause must be tried by some tribunal known to the laws or constitution of the country. Such a tribunal as has been instituted is not only novel, but wholly irresponsible, and conducts its proceedings without regard to any known rule of law or evidence.

To make the case still more glaring and unanswerable: citizens of the United States are summoned before a tribunal unknown, the judge governed by no law, and not acting under the obligation of an oath, when they are stripped of their property, swindled out of their money, upon the bare-naked statement of Indians, when by the laws of the very State within which this court is held, Indian testimony is even inadmissible. But suppose, for the sake of argument, that the contracts are invalid: by whose acts were they consummated? Surely by the act of the Government, through its agent. Now if the Government has appointed a fool, or a knave, to office, are private persons to bear the loss occasioned by his folly or knavery? Surely the government is bound to confirm the acts of its agents, or to make good the consequences.

The report of Dr. McHenry seems to have left no chance of escape from one of two conclusions; either that he was obviously deficient in capacity, or integrity. For some purpose best known to yourself; his report seems neither to have been confirmed or rejected; but a new agent (Colonel Hogan) was appointed, with power and instructions unknown to the community, but which he seems willing and able to make mean anything and everything, as happens to suit his purpose. He, too, has commenced investigating; and although I have not had the honor of being present at any of his courts, yet I am informed he pursues rigidly the illustrious precedent of his illustrious predecessor; sustains him in every thing; goes even further than he did, and will no doubt report him to be an efficient officer, and an innocent and persecuted man. Verily this farce is too shallow to pass with an intelligent community.

The circumstances under which Colonel Hogan was appointed to this office, and the consequences which might naturally have been expected to arise out of it, demand a moment's notice. He was lately the chief emigrating agent for the Creek Indians. His office was destroyed by the making of a private contract with certain gentlemen for the emigration of the Indians, by which "Othello's occupation" was gone. That he was mortified and displeased at this result, and that he was deeply prejudiced against those who superseded him, ought to have been foreseen, and his influence guarded against. Instead of this, he was immediately appointed superintendent over the emigration, and appointed judge of the investigating court, with the most ample and fearful powers, and every disposition to exert them to the last extremity. With the result you have doubtless been made acquainted; and it is a result which ought to have been expected. The Indians were generally well satisfied, and thousands of them having sold their lands were ready for emigration. The power given this agent has been so used as to destroy all hopes of emigration, and they are now universally dissatisfied, and confidently expecting to get back their lands, or to be paid more money. They are fastened down for another year at least upon the State of Alabama; and, thousands
having made no crops, must either perish or live by plunder. All this I must say has resulted most naturally from what I respectfully consider the misjudged acts and policy of the Government. No good has or can result to any one. I have said, and I repeat, that the Indians almost universally indulge the hope that they will get back their lands, or be paid more money; and surely every act of the Government and its agents, for some time back, has been calculated to strengthen those hopes.

Colonel Hogan, I am informed, claims the power to investigate approved as well as unapproved contracts; and I am also informed that this power he has actually asserted and exercised in several cases already. The result of all this is to excite a very general and well-founded alarm throughout the whole community: those who have purchased are uncertain whether to go on with their improvements, and those who have not purchased, but wish to do so, are afraid of the title. The agent says that patents will ultimately have to issue, and that where a contract has been approved and afterwards condemned, that the purchaser will be defeated by a refusal to issue the patent. Is it—can it be possible, that this authority has been given him? Does not the treaty declare, in express terms, that, when a contract is made, certified, and approved, that a patent shall issue? Is not the requisition imperative? And, after all this is done, can a patent be withheld for any cause whatever? But this is not all. The President has at numerous times, and to numerous persons, declared that patents were unnecessary; that the contracts, certified by the proper agent, and approved by him, formed a perfect and good title. Few men, whether friends or foes, distrust the honesty of President Jackson.

Now it is not material whether the President was mistaken or not, in this opinion; he has said what I have repeated, and the people believed him, implicitly, and made their purchases accordingly. This, I trust, is not now to be used as a trap to ensnare and ruin the unwary and unsuspicous. That the President has repeatedly expressed the opinion imputed to him, I am apprized comes within your own knowledge; and pardon me for saying that this new discovery of the necessity for patents smells rather strong of a desire to hunt for an excuse to injure American citizens, for the benefit of savages.

I submit to your candid judgment, whether this Indian business is not at least sufficiently complicated, and whether it is not due to the cause of justice, and to the situation of the community, (no matter what may be your opinion upon other matters involved,) at once promptly to put down all difficulty in regard to approved contracts, by instructing the agent in express terms not to touch one of them. That those contracts are generally, if not universally, fair, is very strongly proven from the fact that they are of long standing, and none of them have been complained of or impeached up to the present moment. Now the scene will be changed. The agent is to come to the town—the very home of the Indian—and not only offers, but, as the Indian will believe and has good reason to believe, invites and encourages him to complain: hundreds and thousands of complaints will be made, when the contracts are as honest and bona fide as any that ever were made; and the intolerable truth is, that there will be just as good a chance to impeach a good as a
bad contract. There is and can, from the nature of the case, be no certainty in any such investigations. You may believe that your instructions to the agent can give rise to little or no difficulty, in regard to approved contracts. I pray you upon this subject to be undeceived in time.

It is understood that Colonel Hogan is to commence operations in General Sanford's district, some time in next month. I am apprized that there are men now engaged in the lower towns holding daily councils with the Indians, urging them to appear before the agent, and universally to complain that their lands have been stolen, or that they have not been paid; and instructing them what to do and say, and assuring them of success. These men are of the most worthless order; they are wholly irresponsible; they are seeking to obtain an influence over the Indians, with the hope of getting their lands in the end, and are entirely unable to pay for them when gotten. That frauds may have been committed in some cases, is probable; that they may have been in some cases by the Indians themselves, sometimes by the white man, and sometimes by concert between the white man and Indian, may all be probable; nay, that wrong Indians may in many cases have been innocently certified, was even to be expected, and could not in all cases be prevented. But put the matter upon the very worst footing; I will venture the assertion that if the whole business were done away, and the lands recertified, where there is now one fraud there would then be ten.

I may have spoken my views and feelings with too little regard to my words; but to avoid all mistakes, I now here say, that I have uttered no word intended to be offensive to you personally. I do believe that a mistaken course has been pursued; that difficulty upon difficulty will arise; and that the shortest and best way to get over them, is to approve all contracts that have gone through the formality of certifying. True, this may in some cases do injustice; but this injustice does not and cannot legally be made to appear, and there is no probability, if done over again, that there will be a nearer approach to justice.

Upon the subject of approved contracts I have a deep interest at stake; indeed all that I am worth in the world is involved; and it is not remarkable that I should feel strongly upon the subject. In regard to unapproved contracts, my interest is comparatively small. Before General Sanford I have not an impeached, nor do I believe an impeachable contract; before Doctor McHenry I had several. What are the facts in regard to them I do not know, not having been present when the lands were purchased or certified. I only know my money was paid for the lands, to the last dollar, and that the "investigation" which has been had has been a mere mockery of justice. Whatever may be the final result, I shall never believe that a deed of conveyance for land, or an Indian contract witnessed by two men, founded upon a valuable consideration actually paid, certified in due form by the Government's own agents, and the identity of the Indian sworn to by the purchaser, can ever be annulled upon the naked denial or declaration of any Indian or number of Indians, without a palpable violation of all law, and a total subversion of every principle of civil government. Against such a principle I protest now and ever.

Is an apology necessary for my troubling you with so long a communication? If so, I have only to say that I was reduced to the alternative
of doing this, or visiting Washington, and seeking a personal interview with you upon the subject. The present course I deemed most convenient and acceptable to us both. I only ask you to ponder well what I have said. Do this, and I shall yet expect justice at your hands.

Very respectfully,
Your obedient servant,

ELI S. SHORTER

Hon. Secretary of War.

P. S. I forgot to mention one very important matter in regard to the anticipated investigations in General Sanford’s district. Benjamin Marshall was the general and usual interpreter for the agent. He is very generally acquainted with the Indians who were certified; he knows of no fraud; he is on the eve of moving westward, and is by far the most important witness in the nation. An opportunity has been given for investigations when this man was present; it was declined. Shall it now be renewed when this man will be absent? Let justice answer.

STATE OF ALABAMA:

Interrogations exhibited to Benjamin Marshall, whose testimony is deemed material for the purchasers of lands under the last treaty with the Creek Indians, and in regard to which fraud has been imputed, the said witness being on the eve of removing from said State.

Interrogation 1st. Did you generally act as interpreter for General Sanford in the sale and certification of Indian reserves about the 1st of February last, for some time before, and up to the close of the business? If any one else during that time acted occasionally as interpreter, say who that person was.

Interrogation 2d. Are you very generally acquainted with the Indians in the lower Creek nation, and those whose business was done in General Sanford’s office? If so, say whether you know of any fraud which was committed by substituting the wrong Indian.

Interrogation 3d. Had you detected any such fraud, was it not your duty to disclose it? Did not the agent request you to do so? and would you not have done it?

Interrogation 4th. When the agent was instructed to investigate alleged frauds, what notice thereof did he give to parties concerned, and to the community at large? And how was that notice communicated to the Indians and promulgated amongst them?

Interrogation 5th. Did you not reside on the Alabama side of the river during the time the agent kept his office open for investigations in Columbus? Were you not daily in the habit of crossing and recrossing the bridge? Did not large numbers of Indians during that time cross and recross as usual, free from molestation or hindrance? Do you know of any force or menace used to prevent any Indian from crossing or approaching the agent’s office to make complaints, if any they had? If so, state who the person was, and what means were used.

JOHN D. HOWELL,

For self and the other purchasers
THE STATE OF GEORGIA, Muscogee county:

Depositions of Benjamin Marshall, taken before me, Alfred Iverson, judge of the superior court of the Chattahoochee circuit, in the State aforesaid, at Columbus, in the county aforesaid; this 17th day of November, A. D. 1835.

The said Benjamin Marshall, after being duly sworn true answers to make to the interrogatories hereunto annexed, deposeth and answers as follows, that is to say:

To the first interrogatory he answers: I did act as interpreter between General Sanford and the Indians from the month of February, 1835, up to March, 1835. I was absent three or four times during that period, but did not stay away more than a week at either of the times. I am not able to state who acted as interpreter during my absence. To the second interrogatory he answers: I am generally acquainted with the Indians in the lower Creek nations, except the Uchees and lower Ufawlahs, and I have no knowledge of any case certified when I acted as interpreter in which the wrong Indian was substituted. I was present when a large number of the lower Ufawlahs were certified, and remember their chief Yelkeo Hadjo was present whilst the contracts were certifying, and was called upon by General Sanford in every instance to say whether the Indian of his town that was produced was the true holder of the location. To the third interrogation he answers: I did consider it my duty to disclose fraud in all cases that came within my knowledge, and I was so instructed by General Sanford. There were several cases in which I did make known to General Sanford that the Indian produced was not the right one, and thereby prevented the contract from being certified. To the fourth interrogatory he answers: When the investigation commenced General Sanford issued a written notice to the purchaser in those few cases in which complaints were lodged, and before the investigation commenced notice was given by printed notices stuck up at public places, and also in the newspapers published at Columbus. Notice was given to the Indians by informing the chiefs, who were instructed to give notice to the people of their towns. I gave notice to the Indians myself at two councils, one of which was held at the residence of Neah Micco, the other at Fort Mitchell. To the fifth interrogatory he answers: I did reside on the Alabama side of the river, opposite Columbus, during the time the investigation was going on; I was in the habit of crossing the river daily by the bridge, during that time, and saw large companies of Indians crossing and recrossing, and never saw any attempt, either by force or otherwise, to prevent said Indians from crossing and making their complaints.

B. MARSHALL.

Answers subscribed and sworn to before me, this 17th November, 1835.

ALFRED IVERSON, J. S. C. C. C.
STATE OF ALABAMA:

Interrogatories to be exhibited to Paddy Carr, whose testimony is deemed material for the purchasers of Indian reserves under the late treaty made with the Creek Indians, upon the trial of certain imputations of fraud made at the Department of War.

Int. 1st. Who was the usual and general interpreter for General Sanford in the sale and certification of Indian reservations about the first of February last, for some time previous, and up to the close of the business? In case of his absence were you in the habit of acting as his interpreter? And during that time did any other person act in the same capacity?

2d. Are you very generally acquainted with the lower Creek Indians whose business was transacted in General Sanford’s office? Do you know of any fraud that was practised by the substitution of a wrong Indian? If you had detected any such attempt, would it not have been your duty, and would you not have performed that duty, to disclose the matter to the agent?

3d. In every certification which you witnessed, say whether yourself and the agent did not very closely and particularly examine the Indian selling, touching his identity? And state what was the nature of those examinations?

4th. During the time General Sanford kept his office open in Columbus for investigating, say if you did not reside on the Alabama side of the river? whether you did not daily cross and recross the bridge? whether large numbers of Indians during that time did not cross and recross as usual, without let or hindrance? And say if you know of any attempt, by force or menace, to prevent any Indian from crossing and approaching the agent’s office to make complaints, if any existed? If so, state who was the person, and what means did he use?

ELI S. SHORTER,
For self and other purchasers.

GEORGIA, Muscogee county:

Answer of Paddy Carr to the annexed interrogatories.

1st. Benjamin Marshall was the usual interpreter for General Sanford; I sometimes acted in his absence; I know of no others.

2d. I am as well, and perhaps better acquainted than any person in the nation. I know of no fraud that was practised. In a few cases during the certification, Indians did present themselves who were not the proper owners of the land, but from the strict examination by the agent, they were always detected, and severely reprimanded. It would have been my duty as an interpreter, and certainly would have performed it.

3d. It was the constant rule of the agent to examine the Indian selling as to his identity, by asking the name he gave in to the enrolling agent; the town he gave in at; the town he belonged to, and the name of the chief; the agent would then inquire of the Indians present if they knew the one then before him, and if what he had stated were facts; then to whom he had sold, when the sale was made, and how much he was to get; explain to the Indians the nature of a sale, and strictly charge him to take care of his money, and not suffer the white people to cheat him out of it.
4th. I did reside on the Alabama side of the river, and was in the habit of almost daily crossing and recrossing; numbers of Indians were daily doing the same without the least hindrance. I never heard there was a charge of that kind until a long time after General Sanford had ceased certifying.

PADDY CARR.

November 23, 1835.

The above and foregoing answers were this day sworn to and subscribed before me.

ALFRED IVERSON, J. S. C. C. C.

CREEK NATION, ALABAMA,

November 16, 1835.

Sir: We, the undersigned, principal chiefs of the lower Creek Indians, some months ago addressed a letter to you, containing, as we now understand and are informed, matter with which we were then unacquainted, and producing results which we did not expect. We, you know, are unacquainted with your language, and can neither speak or write it ourselves, nor can we understand it when spoken or written to us by others. That letter did not originate with us or with the Indians; we should never have thought of it had it not been suggested to and urged upon us by two white men who professed to be our friends, and the friends of our people, and who assured us the letter would greatly benefit us and our people; under this impression, and without knowing or understanding what were the contents of the letter, we signed it. We are now informed the letter contained a complaint in substance, that the investigating agent, General Sanford, had not given our people a fair chance to complain of frauds in the sales of their lands, and that the white men had, by fraud, force, and threats, prevented our people from going before the agent to make their complaints. If the letter contains any such statements as these, we wish the letter to be considered as never having been written, for it is not true. Our people well know that the agent was ready to hear them; there was no difficulty in their making their complaints if they had any to make; but we know of no frauds ourselves; we have heard of none from our people only as they have been prompted to make them by interested white men. We believe it best to stop all farther investigations; for some of our people who are known to have sold their lands, are ready, under the influence of white men, to deny selling; and we believe many of our people in this way are about to get into trouble.

Done in the presence of—

WM. RIVES,
SAM'L R. ALSTON,
LUTHER BLAKE,
PADDY CARR, interpreter.

To the honorable SECRETARY OF WAR.
COLUMBUS, GEORGIA, November 18, 1835.

Sir: Yours of the 28th August I received some time back, enclosing an extract of R. G. Haden's letter. I was on the eve of leaving home, on a trip through my district; for the purpose of investigating the fraudulent claims, and I intended to answer the letter on my return, which slipped my recollection until the present. As respects my exacting two dollars on each contract, it is not correct. I always kept by me blank bonds; if the parties applied to me for bonds, I filled them out, and charged them two dollars; if they furnished their own bonds and copies, and filled them out, I charged them nothing. Mr. Haden also states that, after a contract has been reversed and recertified, I erase the first purchaser's name, &c.; my old record-book was too small to arrange the names as I wished, consequently I erased the first purchaser's name, and inserted the second, and I inserted the first purchaser's name in a second book, to preserve it until I could make out a new record, which I have nearly completed, and have recorded each name in its proper order.

Very respectfully, sir,
Your obedient servant,

ROBERT W. McHENRY.

ELBERT HERRING, Esq.,
Agent Ind. Affairs, Washington city.

COLUMBUS, GEORGIA, November 18, 1835.

Sir: Yours of the 2d October was received on the 17th instant, enclosing a copy of Mr. Freeman's letter to the Department. The charges it presents, I will simply state, are false; neither Freeman nor Dillard can establish any part of the charges set forth in the letter. Mr. Freeman has been employed by some of the swindlers, or land-stealers, to defend these cases before me, which I refused, and would suffer no lawyer to interrupt, in the duties of my office. I can attribute his spleen to nothing else; I do not consider him a man of truth or a gentleman. Colonel Hogan, on his return from Mobile, will investigate the case, and I am perfectly willing to abide by his decision. Then he will also attend to the charges made by Mr. Clough; that letter, I have been credibly informed, was also written by Freeman.

Very respectfully,
Your obedient servant,

ROBERT W. McHENRY.

ELBERT HERRING, Esq.,
Agent of Indian Affairs.

COLUMBUS, GEORGIA, November 18, 1835.

Sir: We feel it our right to directly approach you upon a subject of deep interest to us individually and to the community in which we live. We appeal to your sense of justice, to relieve us and the community from
a state of suspense and oppression, which we do believe has been brought upon us and continued by the mistaken opinions and policy of the Secretary of War. Our interests have now been suspended upwards of nine months, and we seem to be no nearer to our rights and the obtaining of our property than at first. Hundreds and thousands of substantial and honest farmers, relying upon your approval, under your own hand, of Indian contracts, have purchased settlements in the Creek territory. All things were going on peaceably and pleasantly; the Indians had sold and were selling rapidly; they were all looking forward to and preparing for emigration to the west, when a hungry and disappointed company of the most inveterate speculators in the nation took upon themselves to exhibit a comprehensive but exceedingly loose and irregular charge of fraud in relation to the contracts; and this charge was made with many professions of justice towards the Indians, but without one such impulse of the heart. This complaint has led to results expected and desired by no one. It only requires a little more delay and encouragement to involve in confusion and doubt every contract that has ever been made with the Indians, approved or not. Already, farmers who have purchased approved contracts are alarmed at the title; they fear to go on with their improvements; and others, wishing to purchase, are afraid to do so. In short, two months ago, contracts with your approval, were universally believed, by this whole community, to be as perfect as a patent from the land office. Now such titles are almost universally distrusted. No one seems to know what is intended, and no one pretends to know what will be the result. This difficulty has resulted from instructions given by the honorable Secretary of War to Colonel Hogan, or to a misconception of those instructions by Colonel Hogan, for he has actually claimed and exercised the right, under the power with which he has been clothed, to impeach and annul approved contracts.

We wish you to be truly and correctly informed as to what has been done, and the present state of the matter. That you may have a full and distinct view of the whole ground, and of the points in controversy, we respectfully ask that you cause to be submitted for your examination, by the honorable Secretary of War, the following documents, to be examined in the order stated: The instructions issued to General Sanford, requiring him to investigate alleged frauds; the final report of General Sanford upon this subject; the letter of five Indian chiefs of the lower towns, attested by Marshall and Carr, asking for a reinvestigation; the letters of Marshall and Carr, denying the truths of the facts contained in the letter; the instructions issued to Colonel Hogan upon the subject of reinvestigations; a communication from ourselves to the honorable Secretary of War of the 16th October; a communication from Eli S. Shorter to the same, of instant; a communication to the same from ourselves of this date, enclosing the testimony of Marshall and Carr; and a letter from the aforesaid chiefs disavowing their previous letter. To all which we shall add the testimony of General Sanford, as soon as he returns from Milledgeville. We never have, for a moment, doubted your disposition to do us and all others equal-handed justice; and so far as you are concerned, to decide upon our rights, according to the rules and forms of law, our confidence remains unshaken. Permit us to say, in conclusion,
that further delay is almost certain ruin, for some of us have nearly our all at stake. We urge and pray for a speedy and final decision.

Respectfully, your obedient servants,

Shorter and Scott, Columbus Mills,
Eli S. Shorter, J. S. Worsham,
G. W. Dillingham & Co. J. S. Calhoun,
Luther Black & Co. McDougald and Mills,
Powell and Watson, Shorter, Tarver, & Shorter,
McDougald and Hudson, William C. Hill & Co.
J. A. Hudson, E. Corley & Co.
Peabody and Woodland, E. E. Bissell & Co.
Hudson and Fontaine,

To the President of the United States.

Tuskegee, Macon County, Alabama,
November 18, 1835.

Sir: I have received yours of the 21st last month, on the subject of the supposed fraud in certifying of Fooshachey’s (a Creek Indian’s) land. I am free to give up my claim to the land. I was not the purchaser of the land, and at the time I paid the money I had no idea but that the contract was perfectly fair; nor had I the least idea of it until Mr. Freeman told me of it; and at that time I supposed I had the title returned from the President approved. On examination I cannot find it. I presume some of my friends of Columbus, Georgia, have received it from the certifying agent. I will, as soon as possible, ascertain the fact, and have it returned. Nothing is desired but what is perfectly fair.

I have the honor to be yours, &c.

WILLIAM WALKER.

Hon. Elbert Herring.

Columbus, Georgia,
November 23, 1835.

Sir: We have received your letter of the 31st October in answer to our communication of the 16th of the same month. We endeavored to call your attention, amongst other things, particularly to the injustice and irregularity, as well as illegality, of the instructions understood to have been given to Colonel Hogan in regard to investigations into contracts approved by the President of the United States. To this part of our communication you have favored us with no answer. It is true, you say, that, “by the 3d article of the Creek treaty of 1832, no contract made for the purchase of these lands is a valid title till approved by the President.” And again, you say, “to go into an examination of all cases of contracts, not yet acted upon by the President, would be useless, was never expected.” To men of plain, unsophisticated minds, it would
seem that you entirely concur with us in opinion upon this subject, and that the idea of thus inquiring into or disturbing approved contracts, is not for a moment to be tolerated. If there is any thing of diplomacy in this language, or if it is in the nature of a Delphic oracle, we admit that such is the obtuseness of our understandings, that we are unable to detect it; but it is extremely singular, whilst you employ such language to us, and avow such opinions yourself, that your agent, Colonel Hogan, should read a different language in your instructions to him, and should assert and exercise powers directly at war with the language and opinions now used and avowed by yourself. There is wrong somewhere, but upon whom it rests "we form no opinion." It is also singular that certain white men, whose characters are debased and unprincipled, and claim to be familiar with the opinions and instructions of Colonel Hogan, are actively engaged with the Indians of the lower towns in stirring them up, and urging them to come forward and complain against contracts made and approved twelve or eighteen months ago. It is also strange that, whilst those men are so employed, Colonel Hogan, as if intending to give them ample time, is on a visit to Mobile. We pray you not to shut your eyes upon these facts, but promptly to do us that justice which every freeman is entitled to—more we neither ask or desire.

We remonstrated with you in the most respectful terms upon the injustice and oppressiveness of ordering a reinvestigation of the business transacted in General Sanford's district. We urged, and yet urge, that, as an office had once been opened for this purpose; as it was kept open a reasonable length of time; as it had been closed, and a final report made by the agent, the matter ought then forever to have stopped. But you say that a subsequent charge had been made by five of the principal chiefs of the lower Creeks, asserting that, for particular causes, the former investigation had not sufficiently proved the matter. We urged upon you that this reinvestigation ought never to have been ordered; that the door for complaints, or rather for confusion, ought not again to have been thrown open, without a previous inquiry into the truth or falsehood of the assertions of those very respectable and veracious chiefs. To this view of the subject, you have not attempted the difficult task of an answer. We asserted, and again assert, that the facts stated by them were, and are, infamously false; and that the chiefs were only used as instruments in the hands of two interested white men, and made to assert what those white men themselves well know to be false. Had a previous preliminary inquiry been instituted, limited to the facts stated, all further difficulty would have been removed. The falsehoods of those charges we have already proved to you by the letters of the two interpreters and witnesses to the letters, and we now prove it farther by their oaths, and by the disclaimer of the chiefs themselves. To the evidence heretofore offered you have replied, and correctly too, that the attestation of those witnesses, and their subsequent letter to you, must materially detract from the credibility of their evidence. The same may be said of the letter and disclaimer of those celebrated chiefs. But what, we ask, is the plain inference to be drawn from all this? Suppose their credit to be entirely destroyed, and what is the conclusion? Why,
that a letter had been written and attested by a parcel of men who have acted so as to show that not one of them is entitled to be believed. All the difficulties leading to all your investigations is of white men, and not of Indian origin. In none of the investigations had, or to be had, has or can the truth be arrived at. The Indians have and can be influenced to say anything, however false, and not one complaint has been made in which some white man was not directly interested. The Indians are not now what they once have been, or what you believe them to be. There are few respectable Indians in the whole nation; they have lost their original character, and have sunk into a state of degradation of which you have no conception. In the hands of white men, they are indeed as "clay in the potter's hands." It is but fair that you should admit that the people and Legislature of Alabama understand the character of this portion of their people better than you can; and it was with full knowledge of the utter worthlessness of the character of the Indians that the Legislature of that State declared that Indian testimony should be incompetent and inadmissible. You seem to think that the competency of such testimony in the investigations had, and intended to be had, does not enter into the examinations. The reason assigned is no less singular to our minds than the opinion itself: it is that this is an extrajudicial investigation. Now, we believe that extrajudicial investigations ought not to be favored, and should never be resorted to only in cases of extreme necessity, because they are seldom if ever calculated and enabled to do complete justice. The instruments used generally act under no sufficient responsibility or obligation to command the respect and confidence of the community; and in all cases of extrajudicial examination, there is the strongest necessity to adhere to the plain and well-settled rules of evidence. This brings us to the consideration of the main question. These extrajudicial investigations are had in the State of Alabama. The laws of that State declare the testimony of Indians to be illegal and incompetent. Your agent receives as evidence the bare-naked statements of Indians. If it is not directly a violation of the laws where this act is done, we do not understand the English language. But this is not all. The statement of witnesses, much less of parties directly interested, is in no court or investigating tribunal allowable by any case or usage: no matter who or what the witness may be, or of what country or nation he may be an inhabitant, it is the clear right of the party to be affected by it to have that statement at least under oath.
of our country? We may have the misfortune of bearing your deep-rooted prejudices, but as we have never done aught to incur them, we solemnly appeal to you, and in the name of our country we demand at your hands the protection of her laws. We need not remind you of what you so well know to be true, that however pure may have been your intentions, yet that, throughout the whole of this Indian business, your course has been hard, rigid, and suspicious, towards purchasers, and kind, liberal, and indulgent towards the Indians. You have suspected and believed every thing against the former, and in favor of the latter; you treat as trifles contracts solemnly made, large sums of money actually paid, the affidavits of your own agents, and the written affidavits of your own fellow-citizens, and treat them all as cobweb work, when opposed by the bare-naked statements of interested Indians. Such a state of things was never expected by us, and we believe it will be new to our countrymen.

We remonstrated, and do again remonstrate with you against this re-investigation: because, when it might have been had, Benjamin Marshall, the interpreter, was here, and by him a large number of the Indians could easily and clearly have been identified; now he will be absent, and his testimony cannot be had to each case. We also remonstrated, and do yet remonstrate, against holding those “extrajudicial” investigations at the different towns in the nation, because we have, and can have, no power of coercing the attendance of our witnesses, and must decline meeting the agent ourselves. Here again we think the convenience and benefit of the Indian is cared for and looked to, when the convenience and even personal safety of the purchasers are disregarded.

The course pursued in regard to the whole of this business, no matter what may have been the motive, has been calculated to make the Indian, if possible, more depraved; and, in truth, produced that result. We make no assertions not sustained by facts. The Indians, many of them, sold their lands before the locations were made, but after the treaty was executed, and gave their lands to take their reservations agreeably to the treaty, and afterwards to convey the title. When the locations were made, the Indians were told that all such contracts were void, and the Indians not bound by them; thus holding out to them direct inducements to disregard and violate their contracts. In very many cases, previous advancements were made to the Indians upon their lands, and when certified, those advances were not permitted to go in part payment for the land, but the purchaser was compelled to pay the whole price in money, and get back his advances as he could; thus inducing the Indian to evade the payment of his debts. Finally, the course pursued has induced the Indians very generally to believe that, in order to get back their lands, or receive more money, they have nothing to do but go before the agent and complain. The moral effect to be produced upon such a people by such means, may easily be anticipated. You deny that the purchasers of Indian reserves have acquired vested rights, or can acquire them, until their contracts are approved by the President; when approved, the purchasers have a perfect title. But have they no right, no claim, no interest in the purchase, between the time of making the contract, paying the money, and certification of the same, and the approval by the President? Surely
they have some interest, and a vested interest too. Surely they have a \textit{prima facie} claim to the property, which can only be defeated or destroyed by legal and competent testimony. The President, it is true, has the right to approve, and, as a necessary consequence, the right to withhold his approval; but the whole world will believe the discretion vested in him to be a \textit{legal} discretion; that his approval will follow the certification of his agent as a matter of course, unless some good cause is plainly alleged and proven against the validity of the contract; and when we talk of proof, we mean legal proof. When the President strips his countrymen of their property, and wastes their substance for the benefit of such men as have gotten up, and now urge this difficulty, or even for the benefit of the Indians; and when he does this upon the bare-naked statements of parties interested, and those parties ignorant and unprincipled Indians, acting under the dictation and promptings of interested white men; when he does all this, against the official acts of his own agents, and the caths of American citizens, then we will believe it, and not before.

Respectfully, your obedient servants,

Shorter & Scott  Columbus Mills
Eli S. Shorter  J. W. Worsham
G. W. Dillingham  J. S. Calhoun
Luther Black & Co.  McDougald & Mills
Powell & Watson  Shorter, Tarver, & Shorter
McDougald & Co.  E. E. Bissell & Co.
McDougald & Hudson  Eli S. Shorter & Co.
J. A. Hudson  E. Corley & Co.
Peabody & Woodland  Wm. C. Hill & Co.
Hudson & Fontaine

Hon. Secretary of War.

P. S. You will observe that the letter of the five chiefs of the lower towns, which you will receive in another package, is, besides others, attested by Lieutenant Alston, of the United States army, by Paddy Carr, as interpreter, the latter of whom knows these chiefs personally and well. There can, therefore, be no doubt of the identity of the Indians, or the authenticity of the letter.

General Sanford, you will perceive, declines answering the interrogatories. The cause is assigned by himself: it seems that all the facts intended to be elicited from the general, have been by him already communicated to you. It seems to us that no man not devoid of sensibility could (all things being considered) feel or act different from General Sanford.

Your remark in your letter to us, that gross frauds have been committed, is a fact not disputed. Pray, when did you make this discovery? You will find no such admission in any communications to you, and surely no one else has any right to include us by their admissions. If you are \textit{really} in an error upon this point, let us now undeceive you. We do now here in due form, and with proper solemnity, deny the existence of
such fraud in any contract in which any of us have any manner of interest, and we defy the production of proof to sustain any such charge. The statements of Indians under the dictation of a parcel of land pirates, we hold to be no proof; they never have been so regarded by any investigating tribunal upon the face of the wide earth, and if they are now to be so regarded, it will be the first time.

You also remark, in regard to the investigation with which General Sanford was charged, that "it was not contended that this investigation was improper, or that it affected the vested rights of the parties." You concluded that, as the first investigation was not objected to, it was therefore regular and proper, and consequently, that the reinvestigation with which Colonel Hogan is charged is also proper, regular, and unobjectionable. Now, do you really think so meanly of the understanding of your countrymen, as to believe such reasoning as this is to pass current? If you do, you are greatly in error. One error will, under no circumstances, justify a second error. Two negatives in grammar may make a positive, but two wrongs can never make a right. Besides, the investigation was ordered without our consent or even knowledge, and we never had an opportunity to object; but let us neither be misunderstood nor misrepresented upon this subject. We never should have objected to the first investigation if we had the power and opportunity. We knew General Sanford to be an impartial, highminded, honorable, and honest man. We knew that he was familiar with the whole business; that he knew the true character of the Creek Indians, and that he would be able himself to arrive very generally at the truth. We also knew that few if any of the Indians who had by him been certified, would dare to come before him to complain. We felt every confidence that in his hands our rights were safe. Things are now, however, materially changed. Our anticipations in regard to General Sanford were right. The Indians, and their disinterested and justice-loving white friends and advisers, would not come before him, although they had every opportunity of doing so, because they knew that he could and would detect and expose them. Now, we have a new agent, who is unknown to the Indians, and who is unacquainted with them personally; who is, moreover, unacquainted with the manner in which the business was transacted. The Indians and their advisers have no fear of exposure or detection in coming before him; they know that he is without information upon the subject. Hundreds upon hundreds of the Indians who have actually sold and been certified, are now ready to come before him with the utmost boldness and confidence, and deny having done so. Their chiefs stand ready to sustain them in it. The chief Indians and whites very generally believe that the agent is deeply prejudiced against purchasers, and in favor of the Indians. It is also known that an unfriendly state of feeling exists between General Sanford and Colonel Hogan, and the latter is with good reason suspected of a disposition to put the former in the wrong, if possible, and his power to do so is ample, when he is permitted to take as evidence Indian statements, and to shield himself behind the very loose and latitudinarian instructions under which he acts. With the misunderstanding between these gentlemen we, of course, have no concern; but when the acts and policy of the Government have involved its own agents in a controversy,
we, who are not a party to it, protest against being made the victims. We desire upon this point to be still more distinctly understood. No matter what may be our objections to Colonel Hogan or Dr. McHenry, no matter what may be their feelings towards us, we are perfectly willing to submit to any investigation which even they may institute, provided they act under the obligations of an oath, and are expressly prohibited from receiving any but competent and legal evidence, and that taken in due form of law. Can this be refused even to the most humble member of the community? We have every confidence in the justice of our cause. We know it must and will prevail, unless the laws of our country are outraged and trampled upon. We fear, we shun no investigation, we invite it full and ample, but insist that it be in proper form, and conducted upon proper principles. What has been done by Dr. McHenry and Colonel Hogan is partial, irregular, and totally a nullity, from beginning to end, at least as we believe. If Dr. McHenry has not officially informed you that, in regard to the contracts particularly impeached, he was more than ordinarily vigilant and circumspect in the examination of the Indians, he has been remiss in his duty. We do assert that his examinations were so diversified, and conducted in such a way as utterly to preclude the possibility of palming wrong Indians upon him. He required the Indian to give his name, the town to which he belonged, the name of the chief, where he himself resided; if upon a water course, on which side; where his chief's residence; if upon a water course, on which side; what other Indians lived near him; when was his name registered for location; whom by; to state the names of other Indians who were registered at the same time, and (his answers were compared with the roll of locations) where the town-house stood, on which side of the stream; with many other such questions; all of which were continually varied, and in every case, to prevent a new examination, and in every instance when there was the least hesitation, embarrassment, or inaccuracy in the answers, the Indian was set aside. If he has not advised you fully upon this subject, we ask, not only as a favor, but as an act of common justice, that you put to him plain and direct interrogatories to the above points; and if he does not fully sustain us, we pledge ourselves to prove it upon him by a host of respectable witnesses. We also assert that most of the disputed contracts before Dr. McHenry, were certified to in the presence of some one or more of the company of Stroud, Shidds, and others, who are now complaining, and without the slightest objection from any of them. If they knew the Indian to be the wrong one, or if they had any claims to the property, they should then have made it known. Not having done so, they are, upon principles of justice and law, now and forever precluded and stopped from doing so. It is true, and therefore proper for us to state it, that the present mass and shades into which this whole Indian business has fallen, has resulted from the unreasonable delays, the frequent change of policy, and the generally uncertain and irregular policy of your Department. Often the community could not conjecture, from the business of one week, what state of things the next week would bring forth. How order is now to be restored and the business closed, without doing injury to some party, we are at a loss to perceive. The President can do this if any man living can, and to him we yet look with unimpaired confidence.
STATE OF GEORGIA:

Interrogations to be exhibited to General John W. A. Sanford, late certifying agent under the last treaty with the Creek Indians, and whose testimony is believed to be material for the purchasers in certain charges of fraud made at the Department of War.

Int. 1. Were you certifying agent under the last treaty with the Creek Indians? If so, where did you keep your office, and transact your business? And when did you cease so to act?

2. State if you did not certify and submit to the consideration of the President, a large number of contracts which have not been approved and returned to you? If so, what has been the alleged cause of their detention?

3. Be pleased to say who was your interpreter about the first of February last, for some time before, and up to the close of the business? As far as you know and believe, the extent of the acquaintance of your interpreter with the Indians whose contracts you certified? State, also, whether the interpreter was instructed to disclose any fraud that he might detect in an attempt to substitute a wrong Indian, or by any other means?

4. Say whether you were vigilant and careful in every case to detect impositions or frauds? And please to detail your mode of examining the Indians selling, and others who chanced to be present?

5. In the sales by the Eufawler Indians, please to say whether one of the chiefs attended from day to day, and whether he did not attest to the identity of the Indians?

6. Did you ever certify a contract without receiving yourself, from the purchaser, the whole consideration in money expressed in the deed, and handing it over to the Indian?

7. Were you ever instructed by the War Department to investigate any allegations of fraud in regard to those contracts, or any of them? If so, did you put yourself in a condition to discharge this duty? What previous notice did you give to both Indians and purchasers, and how was that notice promulgated amongst the Indians?

8. State, if you please, how long you remained at your post ready to go into any investigations that might be required? And say, as far as you know, whether force, menace, or any other means, were used by any person to prevent any Indian from approaching you to make complaints; if any existed?

D. McDOUGALD,
For self and the other purchasers.

MILLEDGEVILLE, November 20, 1835.

All the foregoing interrogations have been fully and satisfactorily answered in my various communications to the Department of War; and it is not believed that the more solemn form here proposed will give them any additional credit before that Department. The statements of the agent, if worthy of belief, have been made in a manner, over his official signature, that the Government itself cannot but regard as legitimate; and it cannot be conceived that any beneficial end can be attain-
ed by presenting them in any other shape than they have already assumed. If, hereafter, his testimony should be wanted before the judicial tribunals of the country, it will most cheerfully be rendered.

J. W. A. SANFORD.

MARDISVILLE, ALABAMA,
December 4, 1835.

DEAR SIR: In the case of To-yol-ka, enrolled upon the Cherokee census list by No. 25, and located on the south ½ 20, 18, 6, I have this day brought before the honorable Leonard Tarrant, certifying agent at this place, sundry persons, who testify to the following facts: 1st. That the said To-yol-ka was not the head of a family at the date of the treaty of March, 1832. 2d. That she lived at that time with her daughter, (To-foe-loger,) and that she had resided with her for some years anterior to the treaty, until the time of her death. 3d. That she had but two children, both of whom are married, and their respective husbands got lands. I wish to learn whether, upon such a state of facts, the Department will interfere. It is most evidently a fraud practised upon the Government, to the detriment of those whose labor entitles them to a pre-emption. I wish to submit proof of the facts above stated, and hope the certifying agent, Leonard Tarrant, will be instructed to investigate this case. It seems to me that the claims of an Indian who is not entitled under the treaty, and who fraudulently obtained land by false representations, should not and cannot prevail against the pre-emption holder entitled under the laws of the United States to enter it.

I hope to receive some information from the Department on this subject as early as convenient.

I am, very respectfully,
Your most obedient servant,
Hon. Lewis Cass,
Secretary of War.

GREEN BAY, December 9, 1835.

SIR: In obedience to instructions from the honorable Secretary of War, in his letter to us of the 24th of September last, we have located the five sections of land granted to Pierre Paquette and his children, and one to Caroline Harney, under the Winnebago treaty of September 15, 1832. The lands assigned by us to the above-named persons are lands, in our judgment, of but a fair medium value, and possessing no extra privileges whatever. Section No. 10, abounding in water-power, and destined, perhaps, to become the site of a future town in this rapidly extending country, was expressly reserved to the United States, and has since been sold for a large advance on the Government prices. The lands reserved by us at the Fond du Lac for Pierre Paquette, are sections 11, 12, and 13, for Therese Paquette No. 1, for Pierre Paquette, jun., No. 24, and for Caroline Harney, No. 14, all in township 15, range 17 east. Here-
with the bills of expense attending this duty, and amounting to the sum of $196 32, are enclosed, the payment of which, it is hoped, will not be delayed.

With great respect,

We have the honor to be, sir,

Your most obedient servants,

GEO. M. BROOKE,
First Brigadier General.
GEO. BOYD,
Indian Agent.

ELBERT HERRING, Esq.,
Commissioner of Indian Affairs,
War Department, Washington.

WASHINGTON, January 18, 1835.

I approve the locations made by General Brooke and Colonel Boyd, for Pierre Paquette and others, as stated in the annexed letter, dated Green Bay, December 9, 1835.

ANDREW JACKSON.

MARDISVILLE, ALABAMA,
December 19, 1835.

DEAR SIR: In the case of Wathler, for whom I act as attorney, an attempt is making to have the Department decide upon it ex parte. This Indian's name may be found recorded upon the Chokolocco census-roll. His land was sold by a female Indian by the name of Walley, to John Goodin. The name of the latter Indian does not appear upon the census-list of any town, and Goodin's purchase is most evidently fraudulent. This case is now undergoing an investigation before the agent, Judge Leonard Tarrant; and with a knowledge of this fact, (which I believe it my duty to communicate,) I know the Department will postpone all proceedings in relation to it until the agent shall have decided.

I am not aware what course the President will pursue in relation to frauds like this, where the deeds have been approved, and are in the possession of the purchasers. Doubtless, something will be done.

I am, very respectfully,

Your most obedient servant;

W. P. CHILTON.

Hon. E. HERRING,
Commissioner of Indian Affairs.

MARDISVILLE, ALABAMA,
December 19, 1835.

SIR: I have this day received a letter from James Shorter, Esq., enclosing the copy of a memorial addressed to you. I have therefore enclosed
a copy of my letter to James Shorter on the subject to you, which expresses my opinion on the subject. Colonel Hogan has not commenced investigating in my district yet, nor am I yet instructed when he will commence.

I am, sir, very respectfully,
your most obedient servant.

Leonard Tarrant.

Hon. Lewis Cass,
Department of War, City of Washington.

Marlow, Alabama,
December 19, 1835.

Dear Sir: I have received an abstract of the division of lands purchased by E. Corley and Co., &c., and have filed them in my office, and will be governed by them in handing out deeds when I am authorized to do so

I have also perused the copy of your memorial to the Secretary of War, and will be governed by his instructions. I have also the pleasure to inform you that, if you have sustained any injury by my decisions in setting aside contracts, which from the testimony adduced I was compelled to believe fraudulent, you will have another opportunity of attending to the investigation of those contracts by Colonel Hogan; and all I deem necessary to satisfy your mind on this subject, is for you to give your personal attendance and hear the testimony yourself; you will then be convinced that your agents have, in these cases, certified the wrong Indians, and that those contracts are fraudulent and ought to have been set aside.

I am, sir, yours, &c.,

Leonard Tarrant.

James Shorter, Esq., Columbus, Georgia.

Tuskegee, January 1, 1836.

Dear Colonel: I have just received a letter from Dr. Robert McHenry, the contents of which I deem it my duty to give the earliest information of. A copy of it is as follows:

“Tuckabatchee, December 31, 1835.

Sir: I wish to complete my new record-book, and I cannot do so until I get the list of reversed contracts; and I am also instructed to certify to certain reversed contracts, which I cannot do until I get the record. I wish you to send the roll by the bearer of this. I want to complete the business which I have on hand, and then resign, and leave the troublesome business to some other person.

Your obedient servant,

Robert W. McHenry.

P. S. I shall remain at Tuckabatchee until the messenger returns.”

To this I returned the following reply:
"December 31, 1835.

Dear Sir: Your letter of the date of this morning, from Tuckabatchee, I have just received, with the request that I should forward you by the bearer, (Sandy,) the roll of reversed contracts, in order to complete your new record-book, and for other purposes. I sincerely regret, from the situation in which I am placed, I am unable to comply. An extract from my instructions will be sufficient to satisfy you in this particular. It is as follows: The books and papers placed in your hands are a sacred deposit in your charge, and you will allow no one to open or inspect any of them, or take copies of any part of any of the books, or any paper placed in your possession by me. The withholding of all papers intrusted to my keeping by Colonel John B. Hogan, to whom I am in this business subordinate, until other orders from him on the subject, you will at once perceive to be but in accordance with my duty; and I do not, therefore, deem it necessary to offer other or further apology on the present occasion for so doing, though I should be much pleased, did I feel at liberty, in the present instance, to act otherwise. I expect Colonel Hogan daily; the delay, if any, will not be long, and consequently, not much inconvenience can ensue. On his arrival I have no doubt but that he will immediately cause such papers to be forwarded as you may be in need of.

Very respectfully, &c.,

THOMAS J. ABBOTT.

Doctor R. McHenry.

We are all anxiously awaiting your arrival, but as our expectations have not been realized as to the speediness of the time, and fearful that you might yet longer be detained, I have thought it advisable to write you for further orders on the above subject.

You will see Doctor McHenry says he has been ordered to certify certain reversed contracts. You say to me he is forbid to certify any reverse contracts.

Very respectfully,
Your friend and obedient servant

THOMAS J. ABBOTT.

Colonel J. B. Hogan, Superintendent of Indian Emigration.

Tuckabatchee, December 31, 1835.

Sir: I would wish to see you before you complete your report or return of the reversed contracts. I am calling in all the contracts which have been certified and not returned to the office; and all those which have been recertified to, I wish to lay before you at as early a day as possible, for your inspection, according to the instructions of the Department. I wish to complete my new record-book as soon as possible, and then I have determined to ask leave of the Department to resign, and leave the troublesome business to some other person.

Your obedient humble servant,

ROBERT W. McHENRY.

Colonel J. B. Hogan, Tuskegee.
Tuskegee, January 6, 1836.

Sir: I have been constantly engaged since my arrival in examining testimony and reading affidavits, &c., all having reference to some of the cases under consideration. Dr. McHenry has not yet joined me. I had to employ an Indian express to send for him, as he seems very desirous to see my report before it is forwarded. Enclosed is a copy of his letter of the 31st ultimo. You will perceive that he intends to resign. Mr. A. H. Freeman has left this place for the present, and I shall be unable to forward a statement of the case referred for examination, in which he charges Dr. McHenry with bribery. As soon as he returns and the witnesses can be procured, that case shall be attended to. I have to-day attended to the complaints of W. C. Thompson, sheriff of Macon county, and shall forward some affidavits in that case that have been filed by Thompson; but, from all I can ascertain, it appears that a deep speculation is now going on upon the lands of deceased Indians. It appears it has been a favorite plan of the speculators to have a sick Indian personed and his land certified to, and, as soon as dead, they, or some one else, would apply for letters of administration and have the land sold. It is easy to see the result of such a system. In the first case, if they can get the land certified to, and then letters of administration, they are safe. There is no one to complain that the land was stolen, as they justly term it. In the second case, it becomes the duty and interest of the administrator to make complaint that the sale of the land is a fraud. This is the situation of Mr. Thompson. Pin Hadjo died and left a most valuable half section of land, said to be worth $30 per acre. He has administered on the land, and it is said, and I have very little doubt of the fact, that Julien S. Devoroux is his partner in the speculation. Devoroux has had filed on record in the county court office, powers of attorney from the heirs of Pin Hadjo, and has taken an active part; he stated to me that he gave $1,000 for the claim of the heirs; yesterday they made sale of the land and two other pieces; I attended the sale to see how it was conducted; a Major Harvey became the purchaser; the sale was made a cash sale, although all administrators’ sales in this State are on a credit of 6 and 12 months. Yet this was a cash sale, and that the other pieces sold for $10,705, and I will hazard the assertion that the heirs will get nothing. I shall next week go into General Sanford’s district, where I anticipate great trouble from the character of the men who have been engaged in these frauds. As soon as Dr. McHenry joins me, and he can have time to examine my report, it shall be forwarded. Enclosed is a letter from Major Abbott to me, enclosing copies of an application of Dr. McHenry and his reply. Since writing this letter, Benjamin Marshall has called to see me; he came to obtain the proceeds of the 234 sections of land that was sold in Talassee on the 28th October. When that sale took place there were so many doubts and difficulties thrown in the way of obtaining a fair price, and some of the sections were claimed by a man named Walker, and also by another named Hanrick, that it was proposed that, to obviate all difficulties, the money should be placed in my hands, and sent to the bank and there deposited, until the President approved the sale. Those facts were all reported in my letter of the 28th October, to the President and Secretary of War. Since that period I have had two communications from the Department on the subject. Marshall came
here to get the money, and he says, to place it in a bank in Georgia. I have read to him the copy of my letter to the President, and informed him that the money must remain in the bank until I am instructed to pay it over; that he is not the only party to the arrangement then made, as it was a condition of sale, and the purchasers have a right to expect this money to be preserved until the decision of the President is made known. We have each written to the Secretary of War, and forwarded the letters by Major Blue, who leaves here this morning in the stage for Washington city. Marshall says the white people through the nation have instigated the Indians to urge him for the money. I told Marshall that I was of opinion the money was safer where it is than in those little rotten banks of Columbus; and if this money was kept together until the annuity was paid it would then do them some good, but if now distributed neither it nor the annuity could be of any benefit or relief. However, whatever course the President may order shall be strictly complied with. Marshall requests me to say to you that he has never written any letters to the Secretary of War contradicting what the chiefs complained of, and that if Mr. Shorter and others have sent such letters as are alluded to in the Secretary of War’s letter of the 31st October last, it is not genuine; he states that John D. Howell, one of the contractors, asked him certain questions, all of which he answered in Judge Iverson’s office, and they were taken down by a lawyer; but he contradicts nothing that was asserted in the letter of the chiefs Ne-mico and others, and to which his name and that of Paddy Carr’s are annexed as witnesses. Marshall is particularly anxious that the Secretary should so understand him. I shall be compelled to employ two interpreters in Sanford’s district, one to talk the Uchee and one the Creek language. It is said that nearly all the lands of the Uchees have been stolen.

I have the honor to remain,
Your obedient servant,

JOHN B. HOGAN.
Superintendent Creek Emigration.

Hon. E. HERRING.

TUSKEGEE, CREEK NATION,
January 3, 1836.

Sir: I have the honor to announce my return to the Creek nation. I shall proceed with rigor in the examination of the frauds said to have been committed in the several districts. My report on this (Dr. McHenry’s) land district will be forwarded in a day or two.

I have the honor to remain,
Your obedient humble servant,

JOHN B. HOGAN,
Superintendent of Creek Emigration.

Hon. E. HERRING,
Commissioner of Indian Affairs,
Washington City.
Mr. Rose offered to pay them $700 each. One of these places was sold for $60, and the other for $87. Colonel Rose was willing to risk his money on the contracts, and contends that it is unjust not to let them sell; and has requested me to lay his case before the Department. It is unnecessary on these cases to make any remarks of my own, as the Department is in possession of my opinion upon the subject, which is unchanged.

I am, very respectfully,

Your obedient servant,

LEONARD TARRANT.

Department of War, Washington City.

Sir: On yesterday I brought to the certifying office, at Mardisville, two Indian reservees, for the purpose of having the contracts for the sale of their lands certified to me in the form prescribed by the treaty, but was much disappointed, as well as surprised, when I was informed that the Indians were not permitted to sell. The reasons assigned by the certifying agent, (the honorable Leonard Tarrant,) are the following: That he is instructed by the Department not to certify contracts for the sale of lands which have once been fraudulently sold by the wrong Indian, unless the Indian who first sold, as well as the original purchaser, come before the agent and relinquish their claim. I am fully persuaded, sir, that when the Department shall fully understand the consequences of such a regulation, it will not longer obtain in the office. In the present cases the Indians are well known; they live, perhaps, fifty or sixty miles distant from the office, and have come that distance, but little thinking that, after a full and fair investigation of their claims had taken place, and after a decision in their favor—nay, sir, after the men who had fraudulently purchased their land by aiding in forging deeds for it, had come before the certifying agent and relinquished their claims, that they should be denied the privilege of selling their reservations, and compelled to make another trip to the office—thus, having to go two hundred miles before they can realize the proceeds of their lands. The original purchasers had acknowledged they purchased fraudulently from the wrong Indian he lands which these two Indians ask to sell; and this is a matter of
record with the certifying agent; but, because the Indian who was base enough to forge a deed is not present, they are not permitted to sell! Is it supposed that a person who had committed a crime, which, under the laws of Alabama, is punishable with death, would render himself so conspicuous as to come forward and acknowledge the offence? No one but the original purchaser who fraudulently procured a deed, knows or can find out the Indian whom he procured to perpetrate the crime. Is this not to confer exclusive privileges upon the original tortuous purchaser? Shall he be permitted to purchase where he pleases, and have a preference over others as the reward of his baseness? Surely, I think not; nor is this what the Department designed; but such is the consequence growing out of the regulation above named. In the present cases, Enotie Nugga and Mar-tha-ger, numbered 13 and 60 on the Wewoak-ar roll; both tracts were bought originally for $149—the first by Hamilton for $60, the latter by Coffey for $87. The purchasers have both relinquished, as before stated, and one of them (Coffey) has since died. The Indians of whom the original purchase was made, are, perhaps, unknown to any person but the purchasers, and how can they be procured? The Indians, known by the certifying agent to be the proper owners of the land, appeared before Judge Tarrant, on yesterday, and desired to sell their reservations to me—agreed to take $700 each for their respective reservations, which I offered to give, and which the agent knows is a fair price. He refused to certify the contract, because the Indians who originally forged deeds for these lands were not present, consenting to a resale. I however paid them the money for their reservations, $700 in silver each, took their deeds, and have strictly complied with all the requisitions of the office; so far as I was permitted—which deeds, with the necessary affidavits, I herewith enclose to you, with the confident assurance that they will be returned to the certifying agent at this place, with instructions that, if he is completely satisfied of the fairness of the contracts, he will certify them for the approval of the President. I desire strictly to abide by the regulations of the Department, but I am confident that the instructions given to the certifying agent were not intended to exclude the right owner from selling his land, because he could not bring forward the Indian who forged a deed to it, and, more particularly, when the original purchaser had withdrawn and relinquished that deed. If time will permit, I should be very happy to hear from you at "Wetumpka, S. Alabama."

I am, sir, very respectfully,
Your most obedient servant,

HOWELL ROSE.

Hon. Lewis Cass, Secretary of War,
City of Washington.

Tuskegee, January 12, 1836.

Sir: I have had a conversation to-day with Captain W. Walker on the subject of the Fushatchie case, being the one in which O. K. Freeman has furnished the testimony. Captain Walker insists on it that he will not give up the bond, unless he obtains the land of "Blinkey," the Indian
who was employed by Coker to personate Fushatchie. I asked him if I was to so understand him, and so to report to the Department; he said "I certainly must." I replied, that he should bring up Blinkey, and if all was fair, I had no doubt but he could get the land; but it was probable that Blinkey was employed to personate, and only received five or ten dollars for so doing; and to force him to give up his own land would be to encourage this system of swindling. His reply was, that he had bought of Blinkey, and if he had taken another man's land, he, Walker, ought not to be the sufferer. I reminded him that it was in proof that his agent, Coker, knew at the time he made the purchase that Blinkey did not own the land he was selling, and that no fraud had been practised on Coker; but Coker had employed Blinkey to practise it on Fushatchie.

I am convinced that the company Walker belongs to has no idea of surrendering the approved bond. Walker says it is in McDougal's hands, and it is my opinion that McD. will hold on to it, while Walker amuses the Department with fair words.

I have the honor to remain
Your obedient servant,

JOHN B. HOGAN,

Hon. E. HERRING,

Commissioner Ind. Affairs, Washington.

WAR DEPARTMENT,
Office Indian Affairs, January 20, 1836.

Sir: Your letter of the 2d instant has been referred to this office, and I am instructed to say that this Department cannot accede to the propositions you have made, respecting certain contracts in the name of S. Corley and Company, and other gentlemen, which have been adjudged fraudulent.

The accounts of the examining agents, in investigating these contracts, must be submitted to the President, and reviewed by him, and they must be confirmed or set aside by him before any final directions are given.

It is not perceived that this Department, therefore, can ask his approval of these contracts, or authorize the contingent payment to Mr. Tarrant; nor is it perceived that any advantage would result from so doing. If the contracts are decided to be fraudulent, the approval would be null. If, on the other hand, their validity is recognised, they will be confirmed without delay.

It does not appear that a different course would give greater security to the rights of those in whose behalf you write, or hasten their final recognition and the approval of their contracts.

Very respectfully, &c.

ELBERT HERRING.

Eli S. Shorter, Esq., Columbus, Geo.